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\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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## CURRENT TOPICS.

THE APPEAL list for the ensuing sittings keeps up its recently increased figures. It contains 283 appeals, of which 94 are from the Chancery Division, 159 from the Queen's Bench Division, and 3 from the Probate and Divorce Division; and there are also 1 appeal from the Lancaster Chancery Court, 4 appeals in Bankruptcy, and 19 cases in the New Trial Paper. A year ago there were only 159 appeals, and at the commencement of the last sittings there were 234 appeals.

THE CHANCERY Division cause lists shew a decline in the number of causes and matters. There are in all 585 causes and matters as compared with 743 actions and matters a year ago, and 617 at the commencement of the last sittings.

A DECLINE in numbers is also a feature of some of the Queen's Bench lists, which contain 603 causes in all, as against 1,041 a year ago. There are 453 actions for trial, as against 906 a year ago, and 431 at the commencement of the last sittings. On the other hand, there are 122 matters in the Divisional Court list, in place of 44 matters at the commencement of the last sittings.

THE ARRANGEMENTS made by the Judges of the Chancery Division for the trial of witness actions during the ensuing sittings are as follow: Mr. Justice NORTH will take his Witness List for the fortnight beginning on Tuesday, the 15th of November, and will sit continuously (Monday, the 21st of November, excepted) until Saturday, the 26th of November, his motions, &c., being taken by ROMER, J. Mr. Justice STIRLING will begin on Tuesday, the 15th of November, and sit continuously (Monday, the 21st of November, excepted) until Saturday, the 26th of November, his motions &c., being taken by KEKEWICH, J. Mr. Justice KEKEWICH will begin on Tuesday, the 1st of November, and sit continuously (Monday, the 7th of November, excepted) until Saturday, the 12th of November, his motions, &c., being taken by STIRLING, J. Mr. Justice ROMER will take his Witness List as stated in the Sittings Paper, his motions, &c., being taken by NORTH, J.

THE CRIMINAL Evidence Act has now been in force for over a week, and as far as can be gathered from the newspaper accounts of trials in which the accused persons have given evidence, it has worked very satisfactorily up to the present. Cases

have been reported in which persons have been acquitted when the evidence for the prosecution made things look very black indeed for them, apparently entirely because of the new aspect put upon the facts by the sworn testimony of the accused. On the other hand, more than one case has occurred in which a guilty person has secured his own just punishment by clearing up in the course of cross-examination any doubts which the evidence for the prosecution might have left in the minds of the jury. Not many serious difficulties seem to have yet arisen as to the construction of the Act, but at least two decisions have been given which will probably be generally disapproved of. The first of these is a matter of small importance. The Act provides that an accused person "shall not be called as a witness in pursuance of this Act except upon his own application." At the London Sessions, counsel defending a prisoner proposed, at the end of the evidence for the prosecution, to call his client as a witness. The Deputy-Chairman, however, ruled that counsel must not make the application for the person charged, but that such person must apply with his own mouth for leave to go into the witness-box. We cannot think that the Act means this. Surely an application made by a prisoner through his counsel is his own application. If the Act does mean what Mr. LOVELAND-LOVELAND thinks it means, there does not seem to be any good reason for such a provision, as a prisoner will, of course, make the application as a rule on the prompting of his counsel. Moreover, it is hardly seemly, when a prisoner is defended by counsel who advises that he shall give evidence, for a judge to intervene and deter the man from following his counsel's advice by an exposition of the law as to perjury.

THE OTHER decision referred to is one of much greater importance, and is really a serious matter. Section 2 of the Act provides that when the only witness called for the defence is the accused person himself, he shall be called immediately after the close of the evidence for the prosecution. Also, by section 3 it is enacted that where the right of reply depends upon the question whether evidence has been called for the defence, the fact that the person charged has been called as a witness shall not of itself confer on the prosecution the right of reply. On these two sections the Recorder of Nottingham has decided, in a case defended by counsel in which the prisoner alone gave evidence for the defence, that counsel for the prosecution had no right to sum up his case after the prisoner had given evidence. Now, it is expressly provided by 28 Vict. c. 18 (commonly known as Denman's Act), that where a prisoner is defended by counsel, counsel for the prosecution shall have the right to address the jury a second time "for the purpose of summing up the evidence against such person," in case witnesses are not called for the defence; and further, that save for this alteration in the practice the "right of reply" should be as theretofore. It is clear, therefore, that a "summing up" is not the same as a "reply." Both are mentioned in the same section of Denman's Act. The Recorder of Nottingham, however, seems to have rather confused the two. A speech in reply, it is submitted, is one in answer to speech by the other side. If it is proper for counsel for the Crown to sum up his case where no witnesses are called for the defence, still more desirable is it that he should do so when the prisoner gives evidence, and the Criminal Evidence Act could never have intended to take away the power given by Denman's Act. It is to be observed that where the prisoner alone gives evidence for the defence, it is the express purpose of the Act to reserve to his counsel the valuable privilege of having the last word to the jury, and this is a most fair and proper provision. If, however, the Recorder of Nottingham is right, we are brought to face this absurdity, that in a long and complicated case, where it is most desirable for counsel for the Crown to sum up his case, he can be deprived of the right so to do by the calling of the accused alone as a witness, which perhaps still further complicates the case, though it in no way deprives the prisoner's counsel of his privilege of the last word. We observe that Lord LUDLOW, in his remarks on the new Act, which our readers will find elsewhere, says that the object of section 2 "is to give the prosecution in cases defended by counsel, in summing up the evidence, an opportunity of commenting on the evidence so given" [i.e., by the prisoner].

THE CASE of *Barnes v. Glenton* (1898, 2 Q. B. 223) is the latest of the series of decisions relating to the operation of section 8 of the Real Property Limitation Act, 1874. Money was lent to A. and others in 1882 on security which may be shortly described as a sub-mortgage not containing any covenant for repayment of the advance. Interest was paid from time to time by A.'s co-debtors up to 1896, and, the above action being subsequently brought against A. and his co-debtors, the question arose whether such payment by them kept the debt alive as against A. Section 8 bars any action or suit to recover any money secured by "any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent" after twelve years, "unless in the meantime some part of the principal money or some interest thereon shall have been paid," or such acknowledgment given as the section requires. If, then, the case fell within section 8, it would seem to follow, on a literal construction of the words of the enactment, that any payment on account of principal, or any payment of interest thereon, would altogether stop the statute from running. But it was contended for A. that, there being no express covenant, the liability, if any, was for a simple contract debt within the Limitation Act, 1623, with the result that the six years' limitation of actions applied, and with the further result that A. was protected by the Mercantile Law Amendment Act, 1856, s. 14, from being chargeable by reason of any payment made by A.'s co-contractors or co-debtors, which enactment, it was admitted, did not apply to the Real Property Limitation Act, 1874: see *Re Frisby, Allison v. Frisby* (38 W. R. 65, 43 Ch. D. 106). In *Sutton v. Sutton* (31 W. R. 369, 22 Ch. D. 511) section 8 was held to apply not only to the remedy against the land, but also to an action on an express personal covenant to repay in a mortgage. The decision of the Court of Appeal in that case was a surprise to the profession (see 43 Ch. D., at p. 108), and the subsequent history of the case (which is to be found in the judgment of CHITTY, J., in *Re Turner, Turner v. Spencer*, 43 W. R. 153) shows that the plaintiff's claim might have been so framed as not to have raised the point decided, which proved not to be conclusive of the case, but it leaves the decision untouched, and that has become a landmark in the law of limitation. In *Barnes v. Glenton* the court (Lord RUSSELL, C.J.) refused to confine section 8 to cases where there was a specialty, holding that the effect of section 8 was to take out of the Limitation Act of James I. for all purposes all actions of debt secured by mortgage or otherwise charged upon or payable out of land. It was pointed out that cases of security by lien, which were not often effected by specialty contract, were expressly included in section 8. The case was therefore governed by section 8, and the only question left was whether the payments made by A.'s co-debtors were sufficient to keep the claim alive against A., as to which the decision in the Court of Appeal in *Re Frisby* (*supra*) was held to be conclusive against A. In the opinion of FRY, L.J., in that case, "a payment satisfying the words of the section is made whenever there is a tender of money to a person entitled to receive it by a person liable to pay it" (38 W. R. at p. 66, 43 Ch. D. at p. 117).

It is, perhaps, one of the chief functions of the courts to apply Acts of Parliament to cases which the wisdom of the Legislature has not foreseen. A good illustration is afforded by the case of *Jones v. Walker* in the Birmingham County Court, which is reported elsewhere. A man who had been working as a blacksmith applied for employment in the erection of a gas-holder for the Birmingham Corporation. There was no vacancy for him in that capacity, but the contractors' foreman put him on to a job which only required unskilled labour. Nothing was said as to the rate of wages. He had not worked more than three hours when an accident occurred by which he was severely injured and rendered incapable of work. The nature of the accident brought the case within the Act of 1897, but a dispute arose as to the rate of compensation. The rule upon this subject is laid down by clause 1 (b) of the first Schedule. In case of total or partial incapacity for work the compensation is to be a weekly payment not exceeding 50 per cent. of the workman's "average weekly earnings during the previous twelve months, if he has been so long employed, but if not, then



for any less period during which he has been in the employment of the same employer, such weekly payment not to exceed £1." This is clear enough for cases where the workman's employment has lasted for a sufficient number of weeks to make it possible to strike an average—possibly one week would give an average for this purpose. But what is to be done where, as in the present case, there has neither been a week's work nor has any rate of wages been agreed upon? The claimant proposed to refer back to his previous employment as a blacksmith, where he was earning 33s. 6d. a week. He accordingly claimed a weekly payment of 16s. 9d. But this was obviously inadmissible, and so Judge WHITEHORNE held. The rate of wages contemplated by the Act refers only to the time of employment under the employer against whom the claim is made. It would be possible to argue that the case was not within the Act at all, no weekly earnings upon which to strike an average having accrued. But this view was not put forward by the insurance company who were behind the defendants, and if it had been it seems the judge would not have adopted it. His desire, he said, was to carry out the purpose of the Act loyally, and this was inconsistent with a narrow interpretation of its provisions. But if some scale of wages had to be applied, and none had been agreed upon between the parties, it seemed inevitable to adopt the current rate for the kind of work to which the plaintiff had been actually put. For the unskilled labour in which he was employed at the time of the accident the current rate was 24s. a week, and at half this, or 12s. a week—the amount which the contractor had originally offered to pay—the compensation was fixed by the court.

THE DECISION of the Court of Appeal in *New London Credit Syndicate (Limited) v. Neals* (1898, 2 Q. B. 487) is an apt illustration of the rule that the effect of a written contract cannot be varied by evidence of a contemporaneous oral agreement. An action was brought against a company by B. and C. A., who was the chairman of the company and interested in it, accepted a bill for £110, a sum which it was agreed should be paid to B. and C. in settlement of the action. The bill, which was at three months, was drawn by B. and C. and made payable to their order. When it was given it appears that a verbal arrangement was made under which the drawers were to renew the bill should the acceptor not be in a position to pay it at maturity. B. and C. indorsed the bill over to the syndicate, who were the plaintiffs in the present action and who took with notice of the agreement for renewal. They declined, however, to renew at maturity, and sued upon the bill. Practically the agreement to renew was an undertaking that the bill should not be negotiated, and DARLING, J., held that, since the syndicate took with notice of this agreement, their title to the bill was defective and they had no right of action. But the only effect of notice to them was to put them in the same position as the drawers, and their title to the bill and their right to sue on it were alike good, save in so far as the right to sue was qualified by the verbal agreement. Here the acceptor found that the arrangement proved useless to him. It is not competent to the party to a bill to stipulate verbally that it shall not be met at maturity. "What is to become," said Lord ELLENBOROUGH in *Hoare v. Graham* (3 Camp. 57), "of bills of exchange and promissory notes if they may be cut down by a secret agreement that they shall not be put in suit. The condition for a renewal entirely contradicts the instrument which the defendants have signed. Such an agreement rests in confidence and honour only, and is not an obligation of law." So in *Young v. Austen* (L. R. 4 C. P. 553) it was said to be clear that the defendant could not set up a contemporaneous oral agreement for renewal to contradict the contract on the face of the bill, though by a written agreement entered into at the time the bill was accepted the parties might regulate their rights between themselves. This, of course, is continually done when bills are given as security for loans. In the present case the verbal agreement for renewal of the bill was excluded upon the above principle, and the plaintiffs obtained judgment in the Court of Appeal.

THE PROVISIONS of the Companies Act, 1862, which relate to

the termination of a voluntary winding up (sections 142, 143) require the liquidators to call a general meeting for the purpose of receiving a final account. The liquidators then make a return to the registrar of the meeting having been held and of its date, and on the expiration of three months from the date of the registration of the return, the company is to be deemed to be dissolved. Such dissolution, however, is not an absolute bar to all further proceedings in relation to the company. In *Re Crookhaven Mining Co.* (L. R. 3 Eq. 69) it was held that the court had jurisdiction to make an order in the voluntary winding up after the expiration of the three months, if the application for the order was made before the expiration of such period. There the delay in the hearing of the application had been due to the intervention of the Long Vacation. Lord ROMILLY, M.R., held that this could not affect the rights of the applicant, and that he was entitled to stand in the same position as though the application had been heard before the expiration of the three months. A similar delay has led to a similar decision in *Whiteley Exerciser (Lim.) v. Gamago* (1898, 2 Ch. 405), the delay on this occasion, however, being due to the congested state of business in the court. The general meeting under section 142 in the winding up of the plaintiff company was held on the 8th of January, 1898. The return was registered under section 143 on the 14th of January. Consequently the company was to be deemed to be dissolved on the 14th of April. A summons dealing with the taxation of the costs in the action was taken out by the defendant on the 4th of February, but it did not come on for hearing until the 15th of July. NORTH, J., however, considered that the decision of Lord ROMILLY in *Re Crookhaven Mining Co.* was ample justification for his adjudicating upon the matter, notwithstanding the statutory dissolution of the company. In *Coxon v. Gorst* (1891, 2 Ch., p. 75) CHITTY, J., is reported to have intimated in the course of the argument that *Re Crookhaven* was contrary to the later decisions, and that the dissolution was an absolute bar to the jurisdiction of the court. But apparently this was said under a misapprehension. In *Re Pinto Silver Mining Co.* (8 Ch. D. 273) and *Re London and Caledonian Marine Insurance Co.* (11 Ch. D. 140) the Court of Appeal refused to make a compulsory order for winding up after the company had been dissolved under the voluntary liquidation, and it was said that such an order could only be made on the ground of fraud. But these cases do not seem to prohibit the jurisdiction in matters which are pending at the date of the statutory dissolution. Otherwise the delay of the court would mean a denial of justice.

IT IS, as was observed by VAUGHAN WILLIAMS, J., in *Re Smith & Logan* (43 W. R. 413), a constant practice in proving against a bankrupt's estate for a creditor who has several distinct debts due to him to lump his debts and securities in one proof, although this does not prevent the trustee from subsequently requiring the securities to be valued separately should he desire to redeem any particular security. The decision of ROMER, J., in *Re Morris* (46 W. R. 627) suggests a further case in which a distinction between the debts should be made. A creditor had a right under a creditor's deed to prove against the debtor's estate in respect of three bills of exchange for £2,000 each and one bill for £1,000. Various other parties who were also insolvent were liable on the bills and the creditor had proved against their estates also. The result was that upon two of the bills the creditor received in dividends from the various estates sufficient to pay more than 20s. in the £, but in respect of the others he had received less than the full value. He had, however, in accordance with the practice referred to above, proved against the estate of MORRIS for a lump sum in respect of the four bills, and he now claimed to apply the surplus upon the two paid bills to make good the deficiency upon the other two. Clearly, however, this was a wrong to the parties who were liable on the former two bills. The parties liable upon the four bills were not the same, and, this being so, there could be no right to charge the parties liable upon any one bill more in the aggregate than 20s. in the £. The proofs in respect of the various bills had, therefore, to be separated and the surplus on the two overpaid bills handed back for distribution among the parties en-

titled. *Prima facie*, as ROMER, J., remarked, the proving of several debts in a lump sum may be right, but where in respect of some of the debts the trustee has different rights over against third parties, or where there are different debts covered by different securities, without right of consolidation, the rights cannot be worked out without a distinction being made.

### DEVOLUTION OF REAL ESTATE UPON AN INTESTACY.

THE Land Transfer Act, 1897, deals with two separate matters: in Part I. it purports to establish a real representative, in Parts II. and III. it amends the system of registration of title and provides for rendering registration compulsory. The connection between these two matters is very slight. The establishment of a real representative will facilitate dealings with registered land upon the death of the owner, but otherwise the change effected by Part I. is quite independent of registration, and there would have been obvious advantages in placing it in a separate statute. More attention could have been given then to the details of what constitutes the most important alteration in real property law of recent years. The plan which has been adopted of extending personal representation to cover real representation, and boldly giving to the personal representative in respect of real estate all the powers he has with regard to personal estate, pleases by its simplicity, but in practice it will probably be found that the diversities between personal and real estate raise numerous points of difficulty.

One of these, to which attention has already been called by various writers, relates to the vesting of the real estate of an intestate in the interval between his death and the grant of letters of administration. Section 1 of the Act provides, in sub-section 1, that "where real estate is vested in any person without a right in any other person to take by survivorship, it shall, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives or representative from time to time as if it were a chattel real vesting in them or him." Section 2 provides for the administration of real estate in the same manner as personal estate, and it gives to the personal representatives in respect of real estate "the powers, rights, duties, and liabilities of personal representatives in respect of real estate"; save, however, that one of several joint personal representatives may not, without the authority of the court, sell or transfer real estate, and save, also, that the Act is not to "alter or affect the order in which real and personal effects respectively are now applicable in or towards the payment of funeral and testamentary expenses, debts, or legacies, or the liability of real estate to be charged with the payment of legacies." Subject to the powers, rights, duties, and liabilities thus specified, the personal representatives hold the real estate as trustees for the persons by law beneficially entitled thereto, and at the end of a year such beneficiaries can invoke the assistance of the court to compel a conveyance to them. If there is no reason for keeping open the administration beyond that time it may be assumed that a conveyance will be directed.

The general effect of these provisions is sufficiently clear. It is rendered impossible for a testator to interfere by his will with the devolution of the legal interest in his real estate. That necessarily passes to his personal representatives. In their hands it becomes subject to whatever liabilities can now be enforced against real estate, and for the purpose of satisfying such liabilities they have power either to sell or to mortgage it. In the interval, while it remains under their control they are responsible for the management, and must receive the rents. If necessity arises they can let the property, but this power will have to be exercised cautiously. In *Oceanic Steam Navigation Co. v. Sutherbury* (16 C. D., at p. 243), JESSEL, M.R., speaking of an underlease by an executor of leasehold property, said: "It is quite true that, having the legal estate in the leasehold, he may in some cases underlet them, and the underlease will be supported in equity as well as in law. But that is an exceptional mode of dealing with the assets, and those who accept a title in that way must take it subject to the question whether it was the best way of administering the

assets." Similarly, if the necessities of the case require it the executor is empowered to give notice to quit. Finally, when the real estate no longer requires to be retained for the purposes of administration, he must convey such as remains intact to the heir or devisee, and hand over also the surplus proceeds of any sale or mortgage.

These extensive powers of the personal representatives make it important to determine with certainty how far they become immediately exercisable on the death of the owner. In the case where executors have been appointed no difficulty arises. An executor derives his title under the will, and his rights and powers date from the death of the testator. The law, it has been said (*Whitehead v. Taylor*, 10 A. & E., p. 212) knows no interval between the testator's death and the vesting of the right in his representative. He may accordingly do before probate all acts incident to the administration which do not require the actual production of probate of the will, and such acts will remain good even though he dies without having taken out probate (*Williams on Executors*, 9th ed., I., 250). He cannot, however, in general bring an action because in the course of the proceedings the probate will have to be produced. With an administrator it is different. He derives his title wholly from the letters of administration, and the property of the deceased vests in him only from the time of the grant (*Woolley v. Clark*, 5 B. & A., p. 745). Consequently there is no rule of law to assist the operation of the provision of the Land Transfer Act vesting the real estate in the administrator upon the death of the intestate by carrying back the administrator's title from the date of his appointment to the death.

A similar question arose on the provision of section 30 of the Conveyancing Act, 1881, vesting trust and mortgage estates in the personal representatives of a sole trustee or mortgagee. "Where," it is provided, "an estate or interest of inheritance, or limited to the heir as special occupant, in any tenements or hereditaments, corporeal or incorporeal, is vested on any trust or by way of mortgage in any person solely, the same shall, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives or representative from time to time in like manner as if the same were a chattel real vesting in them or him." Under this provision it seems to have been assumed by FRY, J., in *Re Pilling's Trusts* (26 Ch. D. 432), that, in the absence of an administrator of a deceased sole trustee, the estate would vest in the heir-at-law, and upon the appointment of new trustees an order was made for vesting in them certain lands forming part of the trust estate "for the estate therein now vested in the heir-at-law of the deceased intestate trustee." Subsequently administration was taken out to the deceased trustee's estate, and the question was raised whether the legal estate in the real estate did not thereupon vest in his administratrix notwithstanding the vesting order. PEARSON, J., for the purpose of securing the trust estate, seems to have assumed that it did, and he made a new order that, notwithstanding the previous order, the land should vest in the new trustees for all the estate therein vested in the legal personal representative. Thus under one order or the other the legal estate was clearly vested in the trustees. But upon the question where the legal estate had been in the interval before the grant of administration, PEARSON, J., gave no decision. "The question is," he said, "what happens when there is no personal representative? If the legal estate does not vest in the heir, where is it? On the other hand, the wording of the section seems to evince an intention to exclude the heir." In subsequent cases the difficulty has been got over by vesting the trust estate in the new trustees for the estate which was vested in the deceased trustee at the time of his death: *Re Rackstraw's Trusts* (33 W. R. 559), *Re Williams' Trusts* (36 Ch. D. 231).

As we have already stated, the question has already been discussed in relation to the Land Transfer Act by several writers. In a note contained in the *addenda* to the last edition of Woodfall's *Landlord and Tenant* (p. lxxv.) the view is taken that the heir-at-law stands in the shoes of the deceased landlord for all such purposes as distraining, granting leases, and determining tenancies until the administrator has acquired a title. This is the view which, in *Re Pilling's Trusts*, presented itself as the most natural one, the estate devolving according to



the ordinary law until there was an administrator in whose favour the new statutory rule could operate. On the other hand it is pointed out by Mr. ROBBINS (*Devolution of Real Estate*, p. 19) that, even if the legal estate does vest in the heir pending the grant of letters of administration, no purchaser, mortgagee, or lessee could safely take from him a conveyance or lease, since the estate of the heir would be determinable on the appointment of an administrator.

Mr. TYSEN, in his *Real Representative Law* (p. 19) adopts the view, which PEARSON, J., referred to as the apparent intention of the Legislature, that all right of the heir-at-law, *quod* heir, is excluded pending the grant of administration, and for want of anyone in whom the legal estate can vest it must perforce remain in abeyance; unless, indeed, it is vested like the intestate's personality in the judges of the High Court. Formerly, as Mr. TYSEN observes, the personal estate of a deceased intestate vested in the ordinary, pending the grant of administration. For the ordinary the Court of Probate Act, 1858, by section 19, substituted the judge of the Court of Probate; and under the Judicature Acts it seems probable that for the judge of the Court of Probate are substituted all the judges of the High Court. For practical purposes, of course, the result would be the same as if the freehold were in abeyance, and this seems to be the effect of the new law. The Land Transfer Act, it is to be noticed, expressly says that the real estate vests on the death of the owner in his personal representative, and the fact that there is no personal representative ready to receive it does not seem to revive in the heir a right which is thus emphatically taken away from him. It would seem then that, pending the grant of administration, there is no one who can legally deal with the real estate, though, of course, if the solvency of the intestate is above suspicion it will be safe to pay rent to the heir. Such payment, however, would be no discharge to the tenant if the circumstances of the estate made it necessary for an administrator subsequently appointed to call for the money over again. The practical conclusion is that administration should be taken out as speedily as possible. Under section 1 (3) of the Act it can be granted in respect of real estate only, although there is no personal estate; and under section 2 (4) the court in granting administration must have regard to the rights of persons interested in the real estate. The heir has it in his power, therefore, to protect himself.

## REVIEWS.

### THE LOCAL GOVERNMENT ACT.

THE LOCAL GOVERNMENT ACT, 1888, WITH THE INCORPORATED PROVISIONS OF THE MUNICIPAL CORPORATIONS ACT, 1882, AND OTHER ACTS, AND THE WHOLE OF THE STATUTES, RULES, AND ORDERS PASSED AND ISSUED SINCE 1888 RELATING TO THE POWERS AND DUTIES OF COUNTY COUNCILS. WITH NOTES AND INDEX. THIRD EDITION. By ALEXANDER MACMORRAN, M.A., Q.C., and T. R. COLQUHOUN DILL, B.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

A third edition of this book, the first edition of which, we believe, was only published in 1894, is a sufficient testimony to its merits. We described it when it first appeared as an admirable example of a text-book, and we see no reason to alter our verdict with regard to the present edition. The notes appended to the different sections are clear, accurate, and concise, and one advantage of the book is that difficulties and questions arising, although not yet covered by any decision, are pointed out and discussed. By means of careful cross-references the reader is directed to all the statutory provisions relating to the matter in hand, and a good index renders the contents of the work easily accessible. We could not desire a more convenient or complete book on the subject.

### THE LICENSING ACTS.

THE LICENSING ACTS, BEING THE ACTS OF 1872 AND 1874, TOGETHER WITH ALL THE ALEHOUSE, BEERHOUSE, REFRESHMENT HOUSE, WINE AND BEERHOUSE, INLAND REVENUE, AND SUNDAY CLOSING ACTS RELATING THERETO. WITH INTRODUCTION, NOTES, FORMS, AND INDEX. By the late JAMES PATERSON, M.A., Barrister-at-Law. TWELFTH EDITION. By WILLIAM MACKENZIE, M.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

This book has for some years been considered a standard work on the liquor licensing laws, and has been in the hands of most lawyers interested in this branch of practice. The fact that it has now reached a twelfth edition, and that only two years have elapsed since the eleventh edition appeared, shows the popularity of the work; and the recent important and far-reaching decisions make a new edition of "PATERSON" especially welcome at the present time. Although we have never admired the arrangement of the book, which in form is merely an annotated copy of the Acts of 1872 and 1874, still it is a singularly complete work and contains everything that can be expected in a book of its class. The reputation gained by it in years past will suffer in no particular at the hands of the present editor, who has given the profession a book thoroughly up-to-date and carefully revised. The consequences of the decision of the House of Lords in *Boulter v. The Justices of Kent* (46 W. R. 114; 1897, A. C. 569), as far as they have been recognized up to now, are noted in their proper places. It is quite certain, however, that the full consequences of this famous decision have yet to be revealed, and that for some years frequent references to the case will have to be made. The editor has evidently been fully alive to this, and has well consulted the convenience of his readers by including in the appendix a full report of the judgments in the case.

LICENSING PRACTICE (RETAIL SALES). PROCEDURE AND EVIDENCE IN APPLICATIONS AND PROSECUTIONS UNDER THE INTOXICATING LIQUOR LICENSING ACTS (ENGLAND AND WALES). WITH STATUTES AND FORMS. By O. F. CHRISTIE, Barrister-at-Law. Grant Richards.

The author of this work quotes the saying of Cockburn, C.J., that the Licensing Act, 1872, was "one of the most extraordinary jumbles he had ever met with," and he sets himself the task of unravelling the jumble as far as possible. In this difficult task he has achieved success to a considerable extent, and has produced a useful and carefully-written treatise on the liquor laws. The style of the book is distinctly good, and the subject is probably made as clear as it is capable of being made. The book is, however, in our opinion, rather too condensed in some parts, and its practical value, moreover, is to some extent lessened by the entire omission of many minor matters, which probably the author would argue are outside the scope of his work, but which are closely connected with his subject. For example, the book is silent concerning the provisions of the Revenue Act, 1885, as to the adulteration of beer, the Act of 1883, prohibiting the payment of wages in public-houses, and the law forbidding publicans to deal in game. In the excellent chapter on *certiorari* the author does not hesitate to indicate that in his opinion the correctness of the decision in *Reg. v. Sharman* (1898, 1 Q. B. 578) is still open to question. In that case, it will be remembered, the court held that, as a consequence of *Boulter's case*, *certiorari* no longer lies to licensing justices, and we may point out that in *Reg. v. Bowman* (1898, 1 Q. B. 663) Wills, J., also intimated that he was not quite satisfied that the decision was right. The book is, on the whole, a useful addition to the literature on this subject, and in the appendix there will be found some valuable forms of notices of applications for licences and notices of appeal.

A GUIDE TO THE LAW OF LICENSING, SO FAR AS IT AFFECTS THE SALE BY RETAIL OF INTOXICATING LIQUORS IN ENGLAND AND WALES. WITH AN APPENDIX OF STATUTES AND FORMS OF LICENCES. By B. STEPHEN FOSTER, Barrister-at-Law. Waterlow & Sons (Limited).

As the author of this work points out, the complicated state of the law of licensing is due mainly to the great number of amendments and additions which have been imposed upon the earlier Acts by later legislation. The object he therefore aims at is to lessen the trouble of referring to a large number of Acts by grouping together under appropriate headings those sections in the various statutes which relate to a particular subject, setting out the text of those sections *verbatim* and adding notes and references to decided cases. This plan has undoubtedly great advantages, and the author has carried it out most successfully, and has given lawyers a book in which it is possible to find what is wanted with the minimum of trouble. As, however, to carry out such a plan completely, a section of an Act might have to be repeated in some cases under several distinct headings, all the important statutes are set out in full in the Appendix. The notes give the effect of reported decisions accurately and clearly, and very few omissions can be found of cases of real importance or of statutory provisions which in any way relate to the subject. The important recent cases down to a very recent date are all carefully noted. In short, the author has done his work well, and we believe the profession will find the book useful and reliable.

**HANDBOOK ON THE LICENSING ACTS AND THEIR ADMINISTRATION.** By ALFRED T. DAVIES, Solicitor and Notary Public, Cursitor of the County Palatine of Lancaster. THIRD EDITION. Macmillan & Co. (Limited).

This little book aims at presenting in a concise form a handy guide to the law regulating the sale of intoxicating liquor. It is apparently intended, not so much for the use of the legal profession, as to enable intelligent persons connected with "the trade" to inform themselves as to the law on any ordinary matter that may occur. It has now reached a third edition, and therefore no doubt satisfies a demand. This is by no means surprising, as the book contains a large amount of general information under headings in alphabetical order, clear and practical directions to persons desiring the grant, renewal, or transfer of licences, some useful forms not to be found in more pretentious works, and a table of offences. It is evidently the work of a practical man with a sound knowledge of the subject.

**A PRACTICAL GUIDE TO THE LIQUOR LICENSING ACTS.** By W. HUGH JONES, Barrister-at-Law. Eppingham Wilson; Cardiff: Roberts Brothers.

This is a small book consisting of only about 100 pages, but for its size it contains an extraordinary amount of information on the law of licensing. If this branch of the law formed one of the subjects for the Solicitors' Final Examination it would be an ideal book for the student, for it is clear, accurate, and well-written. The author is to be congratulated on the ability with which he has compiled an excellent summary of a difficult subject, which, as he says, "affords perhaps one of the very best examples of tessellated legislation." In practice, however, something more than a summary is required, and it is constantly necessary to refer to the very words of the numerous statutes governing this important subject. Such words are, of course, not to be found in a book of this size, and therefore it cannot aim at entering the lists as a competitor with larger well-known text-books. At the same time, as far as it goes, the book is reliable, and will be acceptable to many. It also contains in the appendix some useful forms not easily to be found elsewhere.

#### BOOKS RECEIVED.

**The Criminal Evidence Act, 1898 (61 & 62 Vict. c. 36), comprising the History of the Act and its Full Text, with Explanatory Notes.** By CHARLES BRONTE MORGAN, Barrister-at-Law. Eppingham Wilson.

**A Treatise on the Law and Practice relating to Letters Patent for Invention, with an Appendix of Statutes, International Convention Rules, Forms and Precedents, Orders, &c.** By ROBERT FROST, B.Sc. (Lond.), Barrister-at-Law. Second Edition. Stevens & Haynes.

**A Calendar of the Inner Temple Records.** Edited by F. A. INDERWICK, Q.C., Treasurer of the Hon. Society of the Inner Temple. Vol. II.: James I. (1603)—Restoration (1660). Stevens & Haynes; Stevens & Sons.

**Accidents to Workmen: being a Treatise on the Employers' Liability Act, 1880, Lord Campbell's Act, the Workmen's Compensation Act, 1897, and matters relating thereto.** By R. M. MINTON-SENHOUSE, Barrister-at-Law, and G. F. EMERY, LL.M., Barrister-at-Law. Eppingham Wilson.

**The People's Progress, in the Light of Concrete Revelings of the Mind.** By the Rev. W. G. DAVIES, B.D. Elliot Stock.

**Redress by Arbitration: a Digest of the Law relating to Arbitrations and Awards, incorporating the Arbitration Act of 1889 and the Decisions of the Courts thereon.** By H. FOULKS LYNCH, Solicitor. THIRD EDITION. Revised by D. F. DE L'HOSTE RANKING, M.A., LL.D. Eppingham Wilson.

**The Maritime Codes of Holland and Belgium.** Translated and Annotated by F. W. RAIKES, LL.D., Q.C., Judge of County Courts. Eppingham Wilson.

**Documents and Correspondence relating to the Judicial Crisis in the South African Republic (Transvaal).** Translated by J. G. KOTZE. William Clowes & Sons (Limited).

It is announced that Mr. J. F. Oswald, Q.C., M.P. for Oldham, has intimated to the Conservative executive that he will not seek re-election on the dissolution of Parliament. Mr. Ascroft, M.P., the senior member of the borough, in making the announcement, says that Mr. Oswald, whose condition some time ago caused great anxiety, has benefited greatly by his stay in Yorkshire.

## CASES OF THE WEEK.

Before the Vacation Judge.

**TAYLOR v. THE CAMBRIDGE GAZETTE CO. (LIM.) AND KILNER.**  
12th Oct.

MORTGAGE—REDEMPTION—GOODWILL OF NEWSPAPER—OBLIGATIONS OF MORTGAGEE AFTER REDEMPTION—SOLICITATION OF CUSTOMERS—ALLEGED ATTEMPTS TO INDUCE SERVANTS TO BREAK CONTRACTS.

This was a motion on behalf of the plaintiff William Farrow Taylor that the defendants might be restrained from soliciting in any way, or endeavouring in any way to obtain, the custom or goodwill of the paper called the *Cambridge Daily News*, or the custom or goodwill of the business of printers, newspaper proprietors, and publishers carried on by the plaintiff at the *Cambridge Daily News* office, Cambridge, or from attempting in any way, either directly or indirectly, to take away any portion of the plaintiff's business or goodwill; from representing or making statements to the customers of the plaintiff so as to deceive, or calculated to deceive, the customers, and induce them to believe that the new business, now or about to be carried on, was formerly the plaintiff's business or is a continuation of the plaintiff's business; from inducing the plaintiff's employees or servants to break their engagements with the plaintiff, or leave the plaintiff's employment or service for the purpose of being employed in the new business. From the affidavits it appeared that the plaintiff was the proprietor of the *Cambridge Daily News*, the paper having been started by him in 1888. In 1897 the defendant Kilner and others, as executors of one John Kilner, commenced an action against the present plaintiff in which a declaration was made that they were possessed of the business of the newspaper as mortgagees, and by a later order it was ordered, with the consent of all parties, in effect that upon payment by the plaintiff into court of £9,200 he should be entitled to redeem. The plaintiff accordingly redeemed, and about the 28th of June, 1898, retook possession of the premises. The plaintiff alleged that he subsequently discovered that one John Smart, while acting as his manager and editor, at the instigation of the defendant Kilner, who contemplated starting a rival paper at Cambridge, had endeavoured to induce the staff to leave his employ and to join the staff of the defendant Kilner. In their affidavits, however, Smart and Kilner entirely denied this allegation. It was further alleged by the plaintiff that in consequence of representations made by Smart that the defendant Kilner had authorized him to engage several of the plaintiff's employees at higher wages such employees had given notice and left his service. It was further alleged with regard to one Robert Cleaver, who was also employed by the plaintiff, that Smart told him that if he would leave the plaintiff's employment without giving notice the defendant Kilner would hold him harmless against any action for damages. The plaintiff further complained that Smart's son had called upon a newswoman named Sophia George and informed her that a new daily paper was about to be started in Cambridge in connection with *Cambridge Daily News* and asked if she would sell it. She had for ten years been an agent for the sale of the *Cambridge Daily News*. Mrs. George's allegations were, however, entirely denied. The *Cambridge Gazette Co. (Limited)* was registered on the 8th of September, 1898, and the plaintiff further alleged that on or about the 12th of September, 1898, it came to his knowledge that the defendant company, through their directors or agents the defendant Kilner and the said Smart and others, were soliciting his customers and agents to transfer their custom to the defendant company and the proposed newspaper, the *Cambridge Gazette*. He also alleged that he had heard that the defendants, their servants or agents, had represented to Mrs. George that the *Gazette* was his newspaper and was to be issued from his office. In the affidavits filed on behalf of the defendants all these allegations were denied, and it was said from the first the defendants had particularly endeavoured to make it known that the plaintiff had nothing to do with the defendant company. Upon behalf of the plaintiff it was submitted that where a mortgage had been redeemed and the mortgaged property was a business, the obligations of the mortgagee to the mortgagor are at least the same as those of the vendor of the goodwill of the business. The mortgagee must not destroy that which he held as mortgagee. The defendant Kilner and his co-executors were trustees for the plaintiff. It was true that the defendants had a right to start a rival newspaper, but they had no right to seduce away Smart, the plaintiff's editor and manager, and nine others of his employees. Smart was acting for Kilner, and no doubt a part of the scheme was to induce the plaintiff's staff to leave the plaintiff's service. The defendant Kilner had no right to use the knowledge he had gained as mortgagee as to the value of the services of the plaintiff's servants, and the defendant company ought not to have used the secrets its directors had obtained. *Kinnard v. Trollope* (37 W. R. 234; 39 Ch. D. 636) and *Trego v. Hunt* (44 W. R. 225; 1896, A. C. 7) were referred to. Upon behalf of the defendant company it was submitted that there was no evidence against it; and *Robb v. Green* (1895, 2 Q. B. 315; 43 W. R. Dig. 49) was cited. For the defendant Kilner it was submitted that there was no evidence against him of having solicited the plaintiff's customers to leave him. If any such solicitation had in fact taken place (which was denied) it was not authorized by him. As to the charge of instigating Smart to induce the plaintiff's servants to leave his employment in breach of their engagements with him, Kilner in his affidavit denied that he did any such thing, and Smart said that no suggestion had been made to any one to break his contract with the plaintiff and no indemnity offered by anyone. In reply it was submitted upon behalf of the plaintiff that upon the evidence the attempts alleged had been made out, and that



the plaintiff was therefore entitled to the injunction asked for. *Exchange Telegraph Co. v. Gregory* (1896, 1 Q. B. 147; 44 W. R. Dig. 44) was referred to.

CHANNELL, J.—I do not think that any case has been made out which will justify me in granting an injunction. I do not refuse the injunction upon the ground that a mortgagee after reconveyance would not be under the same obligations as a vendor. It is not necessary to decide that point. The obligation which a vendor is under is that he may not, although he may set up a rival business, solicit the customers of the old firm to leave the old firm and to come to him. It depends upon the nature of the business whether the request to deal with him would be a request to leave the old business. Where the business is that of a newspaper proprietor, it appears to me that a request by the vendor to a person to buy his newspaper is not a request to leave off buying the old newspaper. In the present case I do not find a breach of any obligation which Kilner would be under if he had sold the newspaper to the plaintiff. An instance relied on by the plaintiff is that of *Mrs. George*. It is said that Smart, jun., endeavoured to persuade her to sell the new newspaper, and told her a falsehood by falsely stating it was to be started in connection with the *Cambridge Daily News*. I do not think that the plaintiff's evidence upon this point is sufficient, and it is contradicted. The next instance complained of relates to the plaintiff's employees. Now, it is part of the common law that a person may not induce another's servant to break his contract of service. The decision in *Allen v. Flood* (46 W. R. 258; 1898, A. C. 1) shows that it is not wrong to induce a servant to leave his master's employment, provided that the servant commits no unlawful act in leaving his master's service. In the present case the plaintiff's servants committed no breach of contract, and therefore the decision in *Allen v. Flood* is directly in point. The instance of Robert Cleaver, who is alleged to have been requested to break his contract with the plaintiff, is the only shadow of a case made out upon the plaintiff's behalf. It appears to me that this might be an attempt upon the part of Smart which would be sufficient to justify an injunction against the person so attempting to commit a wrong. But, in my opinion, this one case is not sufficient to justify me in granting an injunction against the defendant Kilner. I do not think that there is sufficient evidence that Kilner authorized it in such a way that it can be imputed to him that he attempted to do an unlawful act. There is no ground for granting an injunction against the *Cambridge Gazette* in the absence of any sufficient case against Kilner. As to the allegations with regard to Mrs. George, I think that in all probability there is some mistake on the part of Mrs. George in reference to that matter. It might assist a new newspaper to say that Smart was editor of it, but that would be no wrong thing. The plaintiff would be entitled to say that the *Cambridge Gazette* was edited by the gentleman who so successfully edited the *Cambridge Daily News*. The costs of the motion will be the defendants' costs in the action.—COUNSEL, *Everett*, Q.C. (*E. Ford* with him); *Alexander*, Q.C. (*W. Baker* with him); *Clauson*. SOLICITORS, *Stanley Beans & Co.*, for C. P. Jones, Cambridge; *Torr, Gribble, Oddie, & Sinclair*; *E. Bromley*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

#### HOBBS, HART, & CO. (LIM.) v. GROVER AND ROE. 19th Oct.

LOCAL GOVERNMENT—BUILDING OWNER—PARTY WALL—NOTICE STATING "NATURE AND PARTICULARS OF" PROPOSED WORK—LONDON BUILDING ACT, 1894 (57 & 58 VICT. C. CCXIII.), s. 90.

This was a motion on behalf of the plaintiffs, Messrs. Hobbs, Hart, & Co. (Limited), that the defendants, their agents, servants, workmen, and others employed by them might be restrained from pulling down, cutting, underpinning, raising, or otherwise injuring or interfering with the party wall between the premises Nos. 75 and 76, Cheapside, in the City of London, and from appointing any surveyor under section 91, sub-section 3, of the London Building Act, 1894, or otherwise until the trial of this action or further order, otherwise than in accordance with the provisions of the said London Building Act, 1894. In support of the motion it was said that the plaintiffs were the owners of 76, Cheapside, and the defendant Grover was the building owner of adjoining premises, 75, Cheapside, the defendant Roe being his surveyor appointed under the London Building Act, 1894. The premises 76, Cheapside were separated from No. 75, Cheapside by a wall which is a party wall within the meaning of the London Building Act, 1894. The plaintiff company occupied the basement, ground floor, and first floor of the premises No. 76, Cheapside, as showrooms, warehouses, and offices, and the remaining portion of the building was let to tenants. The building was erected in or about the year 1888, and was specially constructed to carry the great weights of the iron safes and strong rooms which were on show there, and any interference with the party wall between that and the adjoining building would have to be carried out with the greatest care and under strict supervision. If the party wall was to be taken down to be rebuilt, or seriously interfered with, it might entail the removal of a large portion of the plaintiff company's safes and the taking of other temporary premises by the company, and in order to make the necessary arrangements for this the company would require at least several months' notice, otherwise very great loss and inconvenience would accrue. On the 2nd of September last the plaintiff company received from the defendant Grover the following party-wall notice purporting to be given under section 90 of the London Building Act, 1894: "I, the undersigned, being the building owner of No. 75, Cheapside, in the county of London, hereby give you notice that upon the expiration of two months from the date hereof I intend to exercise the rights conferred upon the building owner by section 88 of the above Act in respect of the party structure separating No. 75, Cheapside, from No. 76, Cheapside adjoining

thereto on the east side thereof, that is to say: To execute such of the works to the party structure as may on survey be found necessary or desirable—namely, To make good, underpin, or repair the same where defective or out of repair; to pull down and rebuild the same wholly or in part, if (1) so far defective or out of repair as to make such operation necessary or desirable for the intended new building; (2) not conformable with the regulations of the said Act; (3) of sufficient strength for the intended new building. To raise or underpin the same or any external wall built against the same as may be necessary or desirable for the intended new building. To cut into the same for any lawful purpose. To cut away any footings, jambs, flues, or other projections, as may be necessary in order to erect the intended new building. To cut or take down such parts of any wall or building of the adjoining owner as may be necessary in consequence of the same overhanging the ground of the building owner in order to erect the intended new building. To perform any other necessary works incident to the connection of the said party structure with the premises adjoining thereto." It was submitted that the notice was bad under the London Building Act, 1894. It did not say what the defendants proposed to do. The London Building Act, 1894, imposed an obligation upon the building owner to give particulars of his proposed scheme. If a notice such as this were sufficient, and intended by the Legislature, the Act would have expressly said that it was to be a notice for all or any of the works mentioned in section 88 of the Act. The building owner need not set out the details of what he proposed to do, but he must disclose the nature of his proposed scheme. Upon behalf of the defendants, an undertaking not to act upon that part of the notice which dealt with raising the wall without giving the plaintiffs further notice was offered.

CHANNELL, J.—The first part of the notice seems to me to be quite good, but I have some doubt as to whether the part relating to raising the wall is good. Upon the defendants undertaking not to act upon that part of the notice which deals with raising the wall without giving the plaintiffs further notice (without prejudice to any question), and to give the plaintiffs inspection of their plans, and to give the plaintiffs a further ten days to appoint a surveyor, there will be no order except that costs be costs in the action.—COUNSEL, *Mulligan*, Q.C. (*J. Galey* with him); *Alexander*, Q.C. (*A. H. Jessel* with him). SOLICITORS, *Savery & Stevens*; *Emmanuel & Simmonds*.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

#### County Courts.

JONES v. C. & W. WALKER, Birmingham. 11th Oct.

WORKMEN'S COMPENSATION ACT, 1897—BASIS ON WHICH COMPENSATION IS PAYABLE.

This was the first case brought under the above Act in the Birmingham County Court. It was an arbitration at the instance of an injured workman. The undisputed facts were as follow: The applicant was Richard Thomas Jones, described in his application for arbitration as "blacksmith," employed at the time of accident as a "fitter." The respondents were C. & W. Walker, of Donnington, Salop, engineers, who were engaged in the erection of a gas-holder for the Birmingham Corporation at Saltley. Jones, who had been out of work for seven weeks, called several times at the Saltley Works to ask Monk, the respondents' foreman there, for employment, stating that he had previously worked as a smith. On the last of the occasions, about 7.30 a.m. on the 11th of July, Monk told Jones that there was no smith's shop up as yet, but that he could go and help a fitter named Foxhall who was engaged in fixing guide-rails to stays for a gas tank. About 10.30 a.m., when Jones had been at work some two and a-half hours, Foxhall was bolting the rails at the top and Jones was holding them in position at the bottom, when a sledge-hammer, in use by another workman at work fifty feet above, accidentally broke, and the head fell and struck Jones in the back, inflicting severe injuries which had caused him total present incapacity to work. When Monk put Jones on to work, nothing was said as to rate of wages. In his previous employment as a smith his weekly earnings had averaged 33s. 6d. per week. He therefore claimed the maximum allowance under the Act—viz., half wages at that rate, or 16s. 9d. per week, after the first fortnight. It was admitted that the current rate of labourer's wages was 24s. per week, and that the respondents had tendered compensation accordingly, at the rate of 12s. per week, which the applicant had refused, and instituted these proceedings to recover the larger sum. The evidence as to the kind of work Jones was doing before the accident occurred was conflicting. For the applicant, reference was made to Schedule I., s. 1 (b) of the Act, which provides that the amount of compensation payable shall be as follows: "Where total or partial incapacity for work results from the injury, a weekly payment during the incapacity after the second week, not exceeding fifty per cent. of his average weekly earnings during the previous twelve months, if he has been so long employed; but if not, then for any less period during which he has been in the employment of the same employer, such weekly payment not to exceed one pound." It was argued that, though, no doubt, the language of the section more properly applied to cases where the workman had been actually employed for more than a week, there was nothing to preclude an applicant, in a case like the present, where the actual employment had existed for less than a week, from claiming compensation computed on his average weekly earnings in a previous and different employment. The section said nothing about any contract between employer and employee, and in a case like this an agreed rate of wages to be paid, whether expressed or implied, could not be taken as a basis. Moreover, "earnings" meant wages actually received for work done, and not wages agreed to be

paid but not yet due and payable. Consequently, as the applicant had received no earnings in the respondents' employ, the only possible basis of assessment was a former rate of earnings, unless the case was a *casus omissus*, for which the Act gave no remedy—a construction not to be put upon the Act except in the last resort. For the respondent it was pointed out that only one scale of compensation was provided by the new Act, and it was accordingly small, the Legislature recognizing that a high scale applicable equally to accidents caused by an employer's negligence and to unavoidable accidents would be unjust. Consequently no well-advised workman who could make out a cause of action under the Employers' Liability Act or at common law would proceed under the new Act. Where, therefore, the only remedy was under the new Act, the workman not unnaturally would endeavour to "magnify his office" as much as possible. Accordingly in the present case the applicant claimed to be paid as a skilled mechanic, and not as a mere labourer. There was no reasonable doubt as to the meaning of the section, which throughout must be read with reference to "the same employer." If by the contract of service the rate of wages per week had been expressly agreed upon, it could not be said that because a week's wages had not been earned before the accident happened the applicant was entitled to pray in aid a rate of wages earned under a previous employer. If so, no employer would be safe in giving an odd job to, or in engaging as a handy man a skilled workman out of work and glad to earn anything. Where, as in the present case, nothing is said at the time of engagement as to rate of wages, the capacity in which the workman was employed must be regarded, and the current rate of wages in such employment be taken to have been impliedly agreed upon. Lastly, "earnings" did not necessarily mean wages earned and paid, but included a rate of wages expressly or impliedly agreed to be paid for work to be done. This was supported by the expression "able to earn" in section 2 of the schedule.

HIS HONOUR JUDGE WHITEHORNE, in delivering judgment, said: In this case, which has been very well argued on both sides, a somewhat important question under the new Workmen's Compensation Act is raised. I find on the facts that the applicant was engaged as a labourer, and not as a smith; and that he, whilst engaged as a labourer, with no special agreement as to terms, after two and a-half hours' work and before any wages—or any to speak of—had been earned or paid, met with an accident clearly incapacitating him from labour, not entirely, but to a great extent. The liability of the employers under the new Act is admitted, and there is no dispute as to the facts of the accident or the injuries sustained. The question, therefore, simply is whether the Act enables the court to give the injured workman any compensation—in other words, whether it furnishes the court with any rule, scale, or criterion for ascertaining the amount of compensation in circumstances which perhaps were not very definitely contemplated when the Act was framed. It is plain enough that what was mainly contemplated was the case of a man who had been earning and receiving weekly wages. Is the case of a man who has not excluded? Two questions of construction arise under the First Schedule, section 1 (b) and section 2. First, can you in such a case as this look back to some former employment under different masters in which he was earning other wages? Secondly, if you cannot, can you infer or imply a rate of wages from the terms of the engagement though no wages have been actually earned owing to the accident happening immediately after the engagement? On the first point I hold that you cannot look back to any former employment. That cannot be the right construction. If it were, the workman would always select a previous employment at perhaps very high wages, when he was younger and abler, to fix his present employer with compensation which at such a rate would be unjust, and, I think, not required or warranted by the words of the schedule. The rate of wages is the rate of wages in the employment in which the accident happened. But does that prevent the workman from getting any compensation where no rate of wages was specially agreed to, or even to any perceptible degree earned? I think not. I must bear in mind the purpose of the Act and endeavour to carry it out loyally. The object is to give workmen engaged in employments to which the Act applies, compensation in every case where they are injured in the course of the employment of their masters. Hence I think I ought to hold that the "weekly earnings"—to use the term employed in the First Schedule to the Act—though not received, nor even to any perceptible degree earned, are the earnings which would, according to the custom of the trade, flow from the engagement. As to that there is no dispute. It is admitted that the current rate of wages of a labourer is 24s. a week, and that, consequently, the weekly compensation—which the respondents have offered to pay, and now offer to pay—would under the provisions of the First Schedule, s. 1 (b), be 12s. per week. On that footing I decide this case.

It was stated that the Palatine Insurance Company (Limited), the real defendants, did not ask for costs. As, however, the great majority of these cases were the subject of insurance, it was desirable that it should be known that leniency in the present case must not be taken as a precedent, nor workmen be led thereby to suppose that they can indulge in litigation under the new Act without any risk of having to pay costs.—SOLICITORS, Parker & Dr. Showell Rogers.

The death is announced of Mr. Ralph Disraeli, brother of the Earl of Beaconsfield, in his ninetieth year. Lord Lyndhurst gave him, in 1841, the appointment of registrar in the Court of Chancery, which he held until he was appointed in 1875 deputy clerk of the Parliaments. From this he retired in 1890, having completed half a century of public service.

## NEW ORDERS, &c.

### TRANSFER OF ACTION.

#### ORDER OF COURT.

Monday, the 10th day of October, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

#### SCHEDULE.

Mr. Justice STIRLING (1895—H.—No. 3,153).

In re Hunwick & Company, Limited. William Berry Kellock v Hunwick & Company, Limited, and another. HALSBURY, C.

## THE RIGHT OF MARITIME CAPTURE.

(Continued from p. 821.)

To violate a blockade is an operation attended with all the risks of war. Indeed a blockade runner is in even a worse position than a hostile belligerent, for not being a combatant he may not resist the efforts of the blockaders to destroy or capture him. He is entitled to escape if he can, but a single shot or blow in his own defence makes him a pirate, and a belligerent capturing him may treat him as such. But it must always be remembered that for a belligerent to exercise these high prerogatives he must first have established a real and effective blockade. A mere declaration that the port is closed is not enough. It must be so closely watched and invested with an adequate naval force that no neutral can leave or enter without incurring immediate danger of being sunk or captured. I have already stated what Powers have adopted the terms of the Declaration of Paris. In 1859 at the Treaty of Zurich the French Government restored all captured Austrian vessels which had not been condemned by the prize court. By a decree issued on the 26th of March, 1865, she also restored all captured Mexican vessels to their owners. In 1860, during the Chinese War, both England and France granted immunity to private property at sea. During the war between Italy, Prussia, and Austria, private property was respected by all these Powers. Italy has included a clause to the like effect in its maritime code. In 1860 a deputation of merchants from Bristol, Manchester, Leeds, and other influential towns approached Lord Palmerston and requested him to support the suppression of maritime capture, but, notwithstanding this, and that in established *dicta* of his he stated, "There is no other European State which possesses a commerce so extensive as that of England: I conclude, therefore, that it is to the interests of the English to invite other States to accord to commerce the greatest possible freedom," subsequently, upon a motion being brought forward in the House, he opposed it. In 1866 the matter was again before Parliament upon a motion by Mr. Gregory, which, though supported by many members of varied opinions, was rejected. It would be wearisome to go into details regarding the many other attempts which have been made at home and abroad to secure the immunity from capture of private property at sea, or to quote from the mass of authorities who have advocated such immunity, though it is of interest to note in passing that Mably was the first to advocate the immunity of private property at sea ("Droit Public de l'Europe fondé sur les Traités," 2nd ed., 1754, vol. 2, pp. 310, 472), and that as early as 1785 the United States and Prussia, under the auspices of Franklin and Frederick the Second, bound themselves by treaty to respect private property at sea. Nor is it for me to here discuss the general or particular advisability from the standpoint of any individual nation or mankind at large of securing its total abolition and the absolute freedom from capture of all private property at sea, or of returning to the seizing of enemy's goods on even neutral bottoms, to contrast the conduct of war in this respect afloat and ashore, or to prove that the existence of this right is an anomaly, and contrary to the dictates of humanity. I will therefore close the present portion of this paper by the general statement that, apart from privateering, the only legal and moral conclusion is that any State which wishes to adhere to the capture of private property at sea has every right to do so. Upon occasions privateersmen have rendered yeoman service to the State. Of this Fortunatus Wright, in the Mediterranean, and George Walker in home waters, are striking examples, and the engagements between the *Tygress* and a Dutch 50-gun ship, and the *Drawblood* and a Dutch privateer in 1781, to take only two instances in close succession out of very many, compare very favourably as to odds and courage and endurance displayed with the performances of any King's-ships. It is interesting for this meeting to consider what constitutes a prize of war and the English law bearing upon the subject. A prize or prize of war in the more modern acceptance of the term denotes the ship or goods of an enemy, or in transit to an enemy, captured at sea, or in the territorial waters of one of the belligerents. Goods captured on land are not prize, but booty of war. The property in the prize vests in the Crown in accordance with the maxim—*Paria bello cedunt reipublice*. The right attaches both in cases of capture and recapture, subject in the latter case to the unsupplied maxim of *Jus postliminii*, or, as used in this relation, the right of the owner of property recaptured from the enemy, to have it returned formerly if the recapture had taken place before the property had been taken within the enemy's territory (*infra presidia*), and at present if less than twenty-four hours have elapsed between the capture and recapture. By English law the right of recapture to salvage on recapture is usually one-eighth of the



value, but it may be increased to one-fourth under special circumstances of danger attaching to the enterprise. One-eighth is awarded in the case of recapture from pirates. Capture may be actual or constructive. Constructive, or joint captors, are those who have assisted the actual captors by conveying encouragement to them or intimidation to the enemy. All public ships within signalling distance are usually held entitled to participate in the proceeds of the capture. Prize captured in breach of the neutrality of Great Britain may be restored by the Admiralty Division of the High Court of Justice under powers conferred by the Foreign Enlistment Act, 1870. By the Naval Prize Act, 1864, what is now the Admiralty Division of the High Court of Justice has jurisdiction as a prize court throughout the British dominions, and by this Act the procedure of prize courts in the British dominions may be regulated by an Order in Council. Questions of booty may be referred to the present Admiralty Division of the High Court as a prize court under 3 & 4 Vict. c. 65, s. 22. Where the captor is a public ship of war, the officers and crew have only such an interest in the proceeds of a prize as the Crown may from time to time grant them. Besides a share in the prize, prize bounty is usually granted under the provisions of the Naval Prize Act, 1864, at the rate of £5 for each person on board an enemy's ship of war. As an incident to the right of maritime capture, there still exists the right of visit and search, or the privilege attaching to any belligerent of boarding any merchant vessel on the high seas to ascertain its nationality and the nature of its cargo, with all its possibilities for international complications, as witness the notorious *Trent* affair.

To finally summarize the existing law. Upon the outbreak of hostilities, so far as nations who have not signed the Declaration of Paris are concerned, any neutral vessels carrying cargo belonging to a belligerent can be seized and taken to port for condemnation, though under these circumstances the usage is for the captor to pay freight to the owner of the vessel. In any case, goods constituting contraband of war destined for delivery to a belligerent are liable to capture and confiscation, and the carrier cannot claim freight. There are *dicta* in some English cases that when the shipowner is privy to the carriage of contraband the ship is liable to condemnation, but there exists no actual decision to that effect. A vessel attempting to violate an effective blockade is, with its freight, liable to capture, and opposition constitutes piracy. Some authorities, however, consider that if the owner of the vessel was ignorant of the destiny of the cargo, the former will escape confiscation. A charter made by an English shipowner to run a blockade cannot be repudiated by him. Performance of a contract is excused where, before loading, the port of destination becomes blockaded, and the charter includes an exception of restraints of princes. Where, however, the blockade occurs subsequent to the actual sailing, the question is more involved, but the captor would in all probability release his prize. Insurance of a belligerent property is valid unless the policy includes a guarantee of neutrality. Of course, unless the character of the property be disclosed, a policy could be avoided on the ground of concealment of a material fact. That the possible acquisition of prize money is of material service as an incentive to effort to our seamen is considered by some authorities as very doubtful, for it is counterbalanced by many grave objections, and has proved on numerous occasions to have operated or resulted very disadvantageously. For instances of the truth of this contention, the feud between Rodney and Arbuthnot, on the coast of North America; the disruption of the friendly relations between Nelson and St. Vincent, terminating in a law suit; and the hostile criticism of Lord Howe's conduct on the 1st of June, on the ground that his anxiety to secure the prizes prevented him following up his advantage to the full, may be cited. In considering what the effect of the abolition of the maritime capture would be upon the legal profession, one's mind at once reverts to the somewhat grotesque experiences of the famous Lord Cochrane in connection with the Maltese prize courts in 1811, and the incident in relation thereto in the House of Commons on the 11th of June of the same year, when he produced his proctor's bill, stating that it measured six fathoms and a quarter, and contained (as it did) many curious charges. This, of course, is an exceptional case, and could not occur to-day, and the profession may be excused if they express the same opinion at his lordship, which he maintained to his death, in spite of his unfortunate experiences in the matter of condemned prizes—"that if this right were abolished, certain I am that the prestige of our Navy is gone till the old system is restored."

for his vacation on the 13th of August, and will not be back until the 22nd of October, when the Long Vacation ends. When he returns another week or two will probably be occupied in completing the order, which may be ready to be acted upon by the beginning of November. Several of the parties interested in the money have been obliged to mortgage their shares of it. This is only one of numerous cases where the Long Vacation works a serious injury to suitors and the delay to whom seems intolerable. Do you not think it time the vacation was shortened?

Undeclared matrimonial causes will be taken in the Probate and Divorce Division after motions on each Monday during the sittings; and on Tuesday and Wednesday, the 20th and 21st December. Special jury causes will be taken on and after Tuesday, the 25th October. Probate and defended matrimonial causes, for hearing before the court itself, will be taken after the special juries are disposed of; and may also be taken in Court II. between October the 25th and November the 11th, when Admiralty cases are not appointed to be heard. Common jury causes will be taken on and after Tuesday, November the 29th. Divisional Court, Tuesdays, November the 1st and December the 6th. Motions will be heard in court at 11 a.m. on each Monday during the sittings. Summonses before the judge will be heard at 10.30 a.m. on each Saturday during the sittings. Summonses before the Registrars will be heard at the Probate Registry, Somerset House, at 11.30 a.m. on each Tuesday and Friday during the sittings. All papers for motions must be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 p.m. on the preceding Wednesday.

Maitre Labori, M. Zola's counsel, is, says the *World*, still a young man, being only in his thirty-eighth year; indeed, by many he would be scarcely considered to have reached his prime; yet by dint of ability and hard work, combined, it must be admitted, with good fortune, he stands to-day in the front rank of his profession in France, and his name is a synonym in every civilized country for fearless and skilful advocacy. He was born at Rheims in 1860, and was educated at the *Lycee* there. Choosing the law as his profession, he enrolled himself as a student at the *Ecole de Droit*. In 1884 he proceeded to the degree of *avocat*, having previously served in the army for the statutory term, which inspired him, as it does most Frenchmen, with a deep interest in the Republic's first line of defence. In France the profession of the law is as proverbially slow as in this country, and consequently young Labori had to wait. His first important case was in 1894, when he defended the miscreant Vaillant, who threw the bomb into the *Chambre des Deputes*. In that case the prisoner's guilt was too clear to admit of being obscured by any art of advocacy, but Labori left nothing unsaid that could possibly benefit his client. From this point M. Labori's rise in his profession was rapid, and it was his conduct of the case for his client in the Zola trial which gave him his place in the front rank of advocates.

In charging the grand jury at the Wiltshire Sessions at Marlborough, Lord Ludlow referred to the Criminal Evidence Act. He said: I cannot disguise from my mind that there are serious questions which will arise with regard to the procedure to be adopted in carrying into effect some of its provisions, questions as to which legal minds may reasonably differ. I am in hopes, therefore, that a council of judges will meet, who will lay down and promulgate some settled rules of procedure for the guidance of those who have to administer the Act. The old and fundamental rule of our criminal law—that the complaining party must make out his case beyond reasonable doubt without any assistance from the person charged—remains absolutely untouched by the Act. Unless a strong *prima facie* case was made out, I should not myself allow the person charged to give evidence, but should dismiss the case. Criminal cases must not be decided on the preponderance of probabilities, but on the proof of guilt. If the person charged is the only witness to the facts of the case called for the defence when is he to give his evidence? Section 2 of the Act says, "immediately after the close of the evidence for the prosecution." The object of this, I believe, is to give the prosecution in cases defended by counsel, in summing up the evidence, an opportunity of commenting on the evidence so given. Some doubts have been expressed when the person charged is the only witness called as to whether the right to sum up the evidence has not been lost. I do not entertain that view; on the contrary, I believe the evidence of the person charged was interposed at this particular point to enable the prosecution to deal with it. The person charged has the right of the general reply or last word. Section 1 (a) says the person charged is not to be called as a witness except on his own application. What is the duty of the judge? The person charged, if undefended by counsel or solicitor, probably does not know that he may ask to be called. Is he to be told? I answer in the affirmative, and I shall, at the close of the evidence for the prosecution, ask him if he would like to tell his story where he is, or to tell it on oath in the witness-box. I have been fearful that the mere failure of the person charged or his wife or husband to give evidence might be regarded as corroboration of guilt, and I tried to introduce into the Bill, when in the House of Lords, the provision contained in section 1 (b), which is, "The failure of any person charged with an offence or of his wife or husband to give evidence shall not be made the subject of any comment by the prosecution." I was unable to do so there, but it was carried in the House of Commons, and to my mind will, to a considerable extent, protect the person charged, and to some extent help to preserve the fundamental rule, that the prosecution must make out their case without any assistance from the party charged, a rule which the court should forcibly impress on the minds of the jury. Section 1 says that the person charged should be a competent witness "at every stage of the proceedings." Some doubts have been expressed as to whether this includes proceedings before the grand jury. I am quite clear that it does not. Such proceedings are *ex parte*, and the inquiry is one to

## LEGAL NEWS.

### INFORMATION REQUIRED.

JOHN MARSHALL, of Bombay, merchant, who died on the 24th of August, 1898.—Any person having the custody of a will of the above is requested to communicate with Weightman, Pedder, & Weightman, solicitors, 18, Water-street, Liverpool.

BOUVIERIE DEEDEN, deceased.—Any person holding a will made by, or any document belonging to the late Mr. Bouvierie Deeden, of 10, Lancaster-place, W.C., and Downside, Epsom, is requested to communicate with Messrs. Mullens & Bosanquet, of 11, Queen Victoria-street, E.C.

### GENERAL.

"City Solicitors" write to the *Times* as follows: On the 4th of August last an order was made by Mr. Justice Kekewich in a Chancery action dealing with the interests of parties, for one of whom we are concerned, in large funds in which they are interested, amounting to several thousand pounds. The officer having the drawing up of this order left it unfinished





## CHANCERY COURT III.

Mr. Justice BYRNE.

Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from Oct. 24 to Dec. 21, both inclusive. Business in the Liverpool and Manchester District Registries will be taken as follows:—

Motions, Short Causes, Petitions, and Adjourned Summonses on every other Friday, commencing with Friday, Nov. 4. Summonses in Chambers on every other Saturday commencing with Saturday, Nov. 5.

## CHANCERY COURT II.

Mr. Justice ROMER.

Mon., Oct. 24... Motions  
 Tuesday... 25... Witness list  
 Wed... 26...  
 Thursday... 27...  
 Friday... 28... Motions and non wit list  
 (Pets, sht caus, procedure sums, opposed pets, and non wit list)  
 Saturday... 29... Sitting in chambers  
 Mon... 31...  
 Tues., Nov. 1...  
 Wednesday 2...  
 Thursday 3... Witness list  
 Friday 4...  
 Saturday 5...  
 Monday 7... Sitting in chambers  
 Tuesday 8...  
 Wednesday 9...  
 Thursday 10... Witness List  
 Friday 11...  
 Saturday 12...  
 Monday 14... Sitting in chambers  
 Tuesday 15... Witness list  
 Wednesday 16...  
 Thursday 17... Motions for North, J, and wit list  
 Friday 18... Motions and non wit list  
 (Pets, sht caus, opposed pets, procedure sums, and non wit list, including unopposed pets for North, J)  
 Saturday 19...  
 Monday 21... Sitting in chambers  
 Tuesday 22...  
 Wednesday 23... Witness list

Thursday... 24... Motions for North, J, and wit list  
 Friday... 25... Motions and non wit list  
 (Pets, sht caus, procedure sums, opposed pets, and non wit list, including unopposed pets for North, J)  
 Saturday... 26... Sitting in chambers  
 Monday... 28...  
 Tuesday... 29... Witness List  
 Wednesday 30...  
 Thurs., Dec. 1...  
 Friday... 2... Motions and non wit list  
 (Pets, sht caus, opposed pets, procedure sums, and non wit list)  
 Saturday... 3... Sitting in chambers  
 Monday... 5...  
 Tuesday... 6...  
 Wednesday 7... Witness list  
 Thursday 8...  
 Friday... 9... Motions and non wit list  
 (Pets, sht caus, procedure sums, opposed pets, and non wit list)  
 Saturday... 10...  
 Monday... 12... Sitting in chambers  
 Tuesday... 13...  
 Wednesday 14... Witness list  
 Thursday 15...  
 Friday... 16... Motions and non wit list  
 (Pets, sht caus, procedure sums, opposed pets, and non wit list)  
 Saturday... 17...  
 Monday... 19... Sitting in chambers  
 Tuesday... 20... Non wit list  
 Wednesday 21... Motions

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

## COURT OF APPEAL.

MICHAELMAS SITTINGS, 1898.

## APPEAL COURT I.—NOTICES.

Queen's Bench interlocutory appeals will be taken in Court I. on Monday, Oct. 24, and afterwards on every Monday in Michaelmas Sittings.

Queen's Bench final appeals and new trial motions will be taken in Court I. in alternate weeks during the Sittings. New trial motions will be taken in Court I. on Tuesday, Oct. 25, and following days in that week. Final appeals in the second week.

On Mondays final appeals or new trial motions will be taken if there are not enough interlocutory appeals for a day's paper.

Admiralty appeals (with assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

## APPEAL COURT II.—NOTICES.

N.B.—Interlocutory appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Monday, Oct. 24, and afterwards on every Wednesday (except Wednesday, Oct. 26) in Michaelmas Sittings, and Bankruptcy appeals will be taken on Friday, Oct. 28, and following Fridays.

N.B.—Subject to Chancery interlocutory appeals on Wednesdays, Chancery final appeals will be taken every day in Court II. until further notice.

N.B.—When the interlocutory appeals are not enough for a day's paper, Chancery final appeals will be added on interlocutory days.

N.B.—Probate and Divorce final appeals will be taken in the Chancery Appeal List as reached.

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, Nov. 3, and Thursday, Dec. 1.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(Final List.)

1898.

In re Gyde Ward v Little appl of H M Attorney-Gen from order of Mr Justice North, dated April 5, 1898 (day to be fixed) April 22  
 In re Perry Almshouses Charity, Winterbourne, Gloucestershire, and In re Charitable Trusts Act, 1853 to 1894, and Local Government Act, 1894, app of Charity Commissioners for England and Wales from order of Mr Justice Stirling, dated Feb 2, 1898 April 26  
 In re Mary Ross Charity & Charitable Trusts Acts, 1853 to 1894 app of the Churchwardens of the Parish of Hatfield from order of Mr Justice North, dated July 10, 1897 (restored by order)  
 The Dunlop Pneumatic Tyre Co, ld v New Ixion Tyre and Cycle Co, ld app of pits from order of Mr Justice Kekewich, dated May 4, 1898 (Oct 24 by order) May 7  
 Ecclesiastical Commrs, &c v Pinney app of pits from order of Mr Justice Bigham (sitting, &c), dated May 13, 1898 May 20

In re Roworth Featherstone v Featherstone app of dfts M A Featherstone & ors from order of Mr Justice Romer, dated Feb 24, 1898 May 23

Boileau v Heath app of plt from order of Mr Justice Bigham (sitting, &c), dated May 23, 1898 (order not perfected) May 25

Armstrong v Croft appl of plttf & plttf J Armstrong as deft to counterclaim from order of Mr Justice Bigham (sitting, &c), dated May 25, 1898 June 3

In re Robbins Gill v Worrall appl of deft S A K Henry from order of Mr Justice Stirling, dated March 22, 1898 June 7

Allen v Oates & Green, ld appl of plttf from order of Mr Justice Kekewich, dated April 29, 1898 June 9

In re Mundy and Roper and In re The Vendor and Purchasers Act, 1874 appl of C F Massingberd Mundy from order of Mr Justice Kekewich, dated May 14, 1898 June 11

Thomas v Penley appl of deft from order of Mr Justice Romer, dated May 17, 1898 June 13

In re The Middlesex Gold Mines (W A), ld & the Co's Acts, 1862 to 1890 appl of H T Foster from order of Mr Justice Kekewich, dated June 9, 1898 June 13

Jackson v Normanby Brick Co, ld appl of plttf from order of Mr Justice Kekewich, dated April 27, 1898 June 13

Levy v Stogdon appl of J M Birch from order of Mr Justice Stirling, dated March 3, 1898 June 16

Holt v May appl of deft from order of Mr Justice Bigham (sitting, &c), dated May 24, 1898 June 16

United Empire Trading Co, ld v Smith appl of deft from order of Mr Justice Wright, dated June 9, 1898 June 17

Sinclair v Melia appl of deft from order of Mr Justice Kekewich, dated June 14, 1898 June 18

In re The Railway Time Tables Publishing Co, ld, and Co's Acts appl of T A Welton from order of Mr Justice Kekewich, dated May 25, 1898 June 21

Lever Bros, ld v Beddingfield appl of deft from order of Mr Justice Kekewich, dated June 9, 1898 June 22

Lennox v. Peters appl of plttf and deft E J Lennox from order of Mr Justice Bigham (sitting, &c), dated May 17, 1898 June 25

Hill v Kirby appl of plttf from order of Mr Justice Kekewich, dated June 21, 1898 June 25

Newbury v Gibbon appl of deft H Gibbon from order of Mr Justice Romer, dated March 17, 1898 June 27

In re Heath Parker & Brett, Solicitors, &c appl of A A Marks from order of Mr Justice North, dated May 25, 1898 June 27

West v Williams appl of plttf and deft F. Temple from order of Mr Justice Kekewich, dated Feb 15, 1898 June 28

In re Halifax Commercial Bank, ld v Wood & V & P Act, 1874 appl of the Halifax Commercial Bank, ld, from order of Mr Justice Stirling, dated June 15, 1898 June 28

In re Ritson Ritson v Ritson appl of defts M Ritson & ors from order of Mr Justice Romer, dated April 22, 1898 June 29

Hoe v Foster & Sons appl of plttf from order of Mr Justice Kekewich, dated June 17, 1898 (order not perfected) June 30

Lyon & Sons v Wilkins appl of deft from order of Mr Justice Byrne, dated Feb 3, 1898 June 30

Smith v Warde appl of plttf from order of Mr Justice Kekewich, dated July 1, 1898 (order not perfected) July 2

Bramston v Manchester, Sheffield & Lincolnshire Ry Co appl of plttfs from order of Mr Justice Romer, dated May 4, 1898 July 4

In re Preston Preston v Bonney appl of deft from order of Mr Justice Romer, dated May 4, 1898, and notice of contention of plttf, dated July 28, 1898 July 6

In re Buckett Aldridge v Buckett appl of plttf from order of Mr Justice Bigham (sitting, &c), dated May 27, 1898 July 6

In re Morris James v London & County Banking Co ld appl of defts from order of Mr Justice Romer, dated June 25, 1898 July 6

Hodgson v House appl of deft from order of Mr Justice North, dated May 18, 1898 July 7

Vestry of Parish of St Mary, Battersea v Company of London and Brush Electric Lighting Co ld appl of defts from order of The President of P, D & A Division (sitting, &c), dated April 21, 1898 July 8

Allen v Pyatt & Co appl of plttf from order of Mr Justice Bigham (sitting, &c), dated July 6, 1898 July 9

In re Carl Haggenmacher's Patents, No 10,644 of 1887 and No 13,443 of 1889 appl of respt from order of Justice Romer, dated June 14, 1898 July 11

In re Prince Goodwin v Prince appl of deft E Prince (widow) from order of Mr Justice Stirling, dated May 24, 1898 (order not perfected) July 11

Bennett v Hudson appl of plttf from order of Mr Justice Kekewich, dated June 22, 1898 July 12

In re Millais Millais v. Millais appl of deft Sir J E Millais from order of Mr Justice Kekewich, dated June 28, 1898 July 13

Peters v Owen appl of plttf from order of Mr Justice Bigham (sitting, &c), dated June 28, 1898 July 14

Pemberton v Hughes appl of plttf from order of Mr Justice Kekewich, dated July 12, 1898 (order not perfected) July 14

Royal Baking Powder Co v Wright, Crossley & Co appl of defts from order of Mr Justice Romer, dated July 2, 1898 July 16

Dunlop Pneumatic Tyre Co, ld v New Ixion Tyre and Cycle Co appl of defts from order of Mr Justice Kekewich, dated May 4, 1898 (Oct 24, by order) July 18

In re Baker Thomson v Baker appl of plttfs from order of Mr Justice Kekewich, dated July 4, 1898 (order not perfected) July 18

Woods v Harrison & Bottomley appl of petur J W Woods from order of Mr Justice North, dated July 2, 1898 (order not perfected) July 19  
 Lord Hastings v North Eastern Ry Co appl of debts from order of Mr Justice Byrne, dated July 7, 1898 (order not perfected) July 19  
 Mica Insulator Co v Electrical Co, ld appl of plttf Co from order of Mr Justice Kekewich, dated June 30, 1898 July 19  
 De Witte v Addison appl of debt J C Addison from order of Mr Justice Romer, dated July 2, 1898 July 19  
 Dunlop Pneumatic Tyre Co, ld v New Ixion Tyre Cycle Co, ld appl of plttfs from order of Mr Justice Kekewich, dated May 4, 1898 (Oct 24 by order) July 22  
 In re Moore Bros & Co, ld, & Co's Acts, 1862 to 1890 appl of M Bartholomew from order of Mr Justice Wright, dated July 19, 1898 (order not perfected) July 23  
 The Presto Gear Case & Components Co, ld v Simplex Gear Case Co, ld appl of debts from order of Mr Justice Stirling, dated June 29, 1898 July 25  
 In re Etches Brownfield v Etches appl of debts C E Etches & ors from order of Mr Justice Kekewich, dated July 6, 1898 July 25  
 In re Armitage Armitage v Armitage appl of debt J Deacon from order of Mr Justice Kekewich, dated July 2, 1898 July 25  
 Griffiths v Marquess of Bute appl of debts from order of Mr Justice Stirling, dated April 21, 1898 (order not perfected) July 26  
 In re Pickworth Swaith v Parkinson appl of debts John Sinclair and anr from order of Mr Justice North, dated July 21, 1898 July 29  
 In re Brewer & Hankins' Contract & V & P Act, 1874 appl of S Hankins from order of Mr Justice Stirling, dated July 12, 1898 August 2  
 Foakes v Drew Drew v Foakes appl of plttf J E Foakes from order of Mr Justice North, dated March 31, 1898 (order not perfected) August 2  
 Cooper v Belsey appl of debt from order of Mr Justice Romer, dated July 26, 1898 August 3  
 In re The Companies Acts, 1862 to 1890 In re The Joint Stock Companies Arrangement Act, 1870 In re The Borax Co ld appl of A Foster from order of Mr Justice Wright, dated July 8, 1898 August 3  
 In re Evans Biford v Ford appl of debt from order of Mr Justice Kekewich, dated July 29, 1898 (order not perfected) August 5  
 Ormond v Lipping appl of plttf from order of Mr Justice Kekewich, dated July 27, 1898 August 8  
 Castner Kellner Alkali Co ld v The Commercial Development Corpn ld appl of debts from order of Mr Justice Bigham (sitting, &c), dated August 3, 1898 August 10  
 In re Lord Fitzhardinge & Finance Act, 1874 Lord Fitzhardinge v Jenkinson appl of plttfs from order of Mr Justice Kekewich, dated July 28, 1898 August 10  
 Jordonson v Sutton, Southcoates & Drypool Gas Co appl of debts Holme & King from order of Mr Justice North, dated August 4, 1898 (order not perfected) August 10  
 Same v Same appl of debt Co from same order (order not perfected) August 10  
 In re Grove Grove v Bramskin appl of debts M A Bramskin and ors from order of Mr Justice North, dated July 26, 1898 August 10  
 Perch v The Glyncoirwg Colliery Co ld appl of plttf from order of Mr Justice Stirling, dated July 13, 1898, and cross notice of debts, dated August 12, 1898 August 12  
 In re Campion & Co ld, Shaw v Campion appl of debt Co from order of Mr Justice North, dated July 6, 1898 (order not perfected) August 12  
 Trower v Radcliffe Radcliffe v Trower appl of D E Radcliffe from order of Mr Justice North, dated July 6, 1898 August 17  
 Brown v Collings appl of plttf from order of Mr Justice Byrne, dated July 26, 1898 August 17  
 In re Piercy Whittham v Piercy appl of R C Piercy from order of Mr Justice North, dated August 5, 1898 August 20  
 In re Day Smith v Metcalfe appl of debts C J Metcalfe & ors from order of Mr Justice Kekewich, dated July 30, 1898 August 20  
 In re T W Willink, an Infant and Guardianship of Infants Act, 1886 appl of E J Ward from order of Mr Justice Stirling, dated August 10, 1898 (order not perfected) August 20  
 Urban District Council of Chiswick v Arnold (Whitaker 3rd party) appl of J Whitaker 3rd party from order of Mr Justice Bigham (sitting, &c), dated July 12, 1898 August 23  
 The Lagunas Nitrate Co ld v The Lagunas Syndicate ld appl of plttfs from order of Mr Justice Romer, dated May 10, 1898 (order not perfected) August 24  
 Perrins v Bellamy appl of plttf from order of Mr Justice Kekewich, dated July 20, 1898 (order not perfected) August 29  
 Harrison & Sons v Pearce appl of debt from order of Mr Justice Kekewich, dated August 2, 1898 September 13  
 Montagu v Gater appl of plttf from order of Mr Justice Romer, dated July 2, 1898 October 4  
 In re Atkinson Waller v Atkinson appl of plttf from order of Mr Justice Stirling, dated March 31, 1898 October 4

## FROM THE QUEEN'S BENCH DIVISION.

Judgments Reserved.

(Final List.)

Bonner & anr v Tottenham & Edmonton Permanent Investment Building Soc appl of plttfs from judgt of Mr Justice Channell, dated February 7, 1898, at trial without a jury, Middlesex (c.a.v. August 3)  
 (Interlocutory List.)  
 The Queen v County Court Judge of Northallerton, &c (Crown Side) appl of F H Skinner from order of Justices Wright & Darling, dated July 14, 1898 (c.a.v. August 10)

## FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1897.

The National Telephone Co, ld (appls) v The Commrs of Inland Revenue (respts) Revenue appl of appls from judgt of Justices Grantham and Channell, dated Dec 14, 1897 (day to be fixed) December 30

1898.

Dymock v Showell's Brewery Co, ld, & anr appl of debts from judgt of Mr Justice Kennedy, dated Jan 12, 1898, at trial without a jury, Liverpool February 9

A C Watson v J H Holmes (Crown Side) appl of plttf from judgt of Justices Grantham and Channell, dated Dec 17, 1897 February 11

The City of London Brewery Co, ld appls v The Commrs of Inland Revenue, respts (Revenue) appl of appls from judgt of Justices Grantham and Channell, dated Dec 14, 1897 February 12

Bennett (wife, &c.) v Slater & anr appl of plttf from judgt of Mr Justice Mathew, dated Jan 26, 1898, at trial without a jury, Middlesex February 15

Way v Young appl of debt from judgt of Mr Justice Bigham, dated Feb 22, 1898, at trial without a jury, Middlesex March 2

Shipway v Broadwood appl of debt from judgt of Mr Justice Day, dated Feb 10, 1898, Worcester March 2

Ford v Chichester appl of plttf from judgt of Mr Justice Mathew, dated Jan 21, 1898, at trial without a jury, Middlesex March 7

Neale v Neale appl of plttf from judgt of Mr Justice Vaughan Williams, dated Dec 21, 1897, at trial without a jury, Birmingham March 10

Hunter v Tebay appl of plttf from judgt of Mr Justice Bruce, dated Dec 7, 1897, at trial with special jury, Lancaster, and cross notice of debt, dated March 10, 1898 March 11

Watkins (trustee, &c) v Lindsay & Co appl of plttf from judgt of Mr Justice Wright, dated Feb 24, 1898, at trial without a jury, Middlesex March 12

Palmer & Co ld v Muir appl of plttf from judgt of Mr Justice Bigham, dated March 3, 1898, at trial without a jury, Middlesex March 16

Martin & anr v Rafferty appl of debt from judgt of Mr Justice Wright, dated March 5, 1898, at trial without a jury, Middlesex March 16

Pneumatic Tyre Co v Leicester Pneumatic Tyre Co appl of debts from judgt of Mr Justice Kennedy, dated March 5, 1898, at trial without a jury March 17

Owners of the Wool Cargo lately on board the SS "Waikato" v New Zealand Shipping Co ld appl of debts from judgt of Mr Justice Bigham, dated March 4, 1898, at trial without jury, Middlesex March 18

Lower Rhine & Wurthenburg Insee Assoc v Sedgwick appl of plttfs from judgt of Mr Justice Kennedy, dated Feb 11, 1898, at trial without jury, Middlesex March 18

The Valveless Gas Engine Syndicate ld v Day appl of plttfs from judgt of Mr Justice Bigham, dated March 1, 1898 March 19

Roberts & ors v Thomas and ors appl of debts from judgt of Mr Justice Wright, dated March 12, 1898 March 22

Foxwell & ors v Van Grutten appl of plttfs from judgt of Mr Justice Bigham, dated March 17, 1898 & cross notice of debt, dated April 1, 1898 March 24

Winton (in forma pauperis) v Price appl of plttf from judgt of Mr Justice Darling, dated March 9, 1898 March 25

Chapman v Harding Bros appl of debts from judgt of Mr Justice Darling, dated Feb 24, 1898 March 25

Seaton v Keats & ors appl of A Batley a debt from judgt of Mr Justice Day, dated March 16, 1898, at trial without a jury, Middlesex March 28

Duxbury v Sandiford (Crown Side) appl of debt from judgt of Justices Wright & Darling, dated March 18, 1898 March 30

Bue v Bywater appl of debt from judgt of Mr Justice Day, dated March 22, 1898, at trial without a jury, Middlesex March 30

McGuffie v Burleigh appl of debt from judgt of Mr Justice Bruce, dated March 24, 1898, Middlesex (jury discharged) March 31

Foster v Simpson appl of plttf from judgt of Mr Justice Bigham, dated March 31, 1898, at trial without a jury, Middlesex March 31

Greenwood v Francis appl of debt from judgt of Mr Justice Day, dated March 18, 1898, at trial without a jury, Middlesex March 31

Hall v Cox appl of plttf from judgt of Mr Justice Lawrence, dated March 23, 1898, West Riding, York April 2

Thomson & anr, appls v Edwards, resp appl of appls from judgt of Mr Justice Grantham, dated March 22, 1898, a trial without a jury, Middlesex April 4

Turner v Bowles Bowles v Turner & anr (by counter-claim) appl of E & C A Turner from judgt of Mr Justice Channell, dated Feb 1, 1898, at trial without a jury, Middlesex April 5

Field SS Co, ld v Burr appl of plttfs from judgt of Mr Justice Bigham, dated March 22, 1898, at trial without a jury, Middlesex April 5

Newby v Eckersley appl of debt from judgt of Mr Justice Lawrence, dated March 25, 1898, and common jury, Leeds April 5

A Jones (wife of E J Jones), plttf v The Parking Urban District Council, debts (Crown side) appl of plttf from judgt of Justices Wright and Darling, dated March 17, 1898 April 5

The Southwark & Vauxhall Water Co, appls, v The Hampton Urban District Council, respts (Crown Side) appl of respts from judgt of Justices Wright & Darling, dated March 18, 1898 April 5

Webster v Barnett & Son appl of debts from judgt of The Lord Chief Justice, dated March 24, 1898, at trial without a jury, Birmingham April 6



The Insurance Co of North America v The North China Insurance Co  
appl of plfff from judgt of Mr Justice Bigham, dated March 31, 1898  
April 6

Finch v Woodrow appl of plfff from judgt of Mr Justice Wills, dated  
March 28, 1898, at trial with common jury, Middlesex April 7

Forester v Edwards & anr appl of deft from judgt of Mr Justice Philli-  
more, dated March 31, 1898, at trial without a jury, Cardiff April 14

In re W H Bott, a solicitor, & Solicitors Act, 1888 (Redfern's appln)  
appl of the Solicitor from judgt of Justices Wright & Darling, dated  
Jan 14, 1898 April 15

In re Same (Dutton's appln) appl of the Solicitor from judgt of Justices  
Wright & Darling, dated Jan 14, 1898 April 15

Lable v Scalognne appl of plfff from judgt of Mr Justice Darling, dated  
Jan 18, 1898, at trial without a jury, Middlesex April 18

W E Morton & F A Steele (trading as Norton & Steele), plffs, v T  
Davison (trading as the A B C Hotel & General Advertising Co), deft  
(Crown Side) appl of deft from judgt of Justices Wright & Darling,  
dated April 2, 1898 April 18

Bennett & Co v McIlwraith & Co, ld appl of McIlwraith & Co from judgt  
of Mr Justice Kennedy, dated April 5, 1898, at trial without a jury,  
Middlesex April 19

Bond v Hanman appl of deft from judgt of The Lord Chief Justice, dated  
March 21, 1898, at trial without a jury, Birmingham April 19

Vercoe v Jenks appl of deft from judgt of Mr Justice Grantham, dated  
April 6, 1898 April 20

Park Castle Land Co ld v Marrell appl of plfff from judgt of Mr Justice  
Phillimore, dated March 31, 1898, at trial without a jury, Cardiff  
April 20

T Drew v E Sanders (The Metropolitan Investment and Loan Association  
ld, clmts) Crown Side appl of clmts from judgt of the Lord Chief  
Justice & Mr Justice Channell, dated April 6, 1898 April 26

In re an Arbtu, Radford & Fisher & anr & Hughes, Trustees appl of  
J J Radford from judgt of Justices Day & Phillimore, dated April 5, 1898  
April 26

Humphrey v Conybeare appl of plfff from judgt of Mr Justice Wright,  
dated Feb 1, 1898, at trial without a jury, Middlesex April 28

Miller v British & Colonial Agency ld appl of defts from judgt of Mr  
Justice Phillimore, dated April 23, 1898, at trial without a jury, Middlesex  
April 29

Hasluck v Clark appl of plfff from judgt of Mr Justice Wright, dated  
April 22, 1898, at trial without a jury, Middlesex April 30

The Queen on the prosecution of H E Walker & A C Walker (trading as  
the Rugby Portland Cement Co) v The London & North Western  
Ry Co (Crown Side) appl of defts from judgt of Justices Wills &  
Kennedy, dated April 28, 1898 May 10

Worrell & anr v Smith appl of deft from judgt of Mr Justice Darling,  
dated May 11, 1898, at trial without a jury, Middlesex May 16

Agins v Great Western Colliery Co, ld appl of defts from judgt of Mr  
Justice Channell, dated March 31, 1898, at trial without a jury May  
16

Cessford v The Dover Harbour Board appl of deft from judgt of Mr  
Justice Wills, dated April 1, 1898, at trial with special jury, Middlesex  
May 16

Hall v Mildren appl of deft from judgt of Mr Justice Channell, dated  
April 23, 1898, at trial without a jury, Middlesex May 17

Green v Bell appl of deft from judgt of Mr Justice Bigham, dated May  
12, 1898, at trial without a jury, Middlesex May 19

Warren v Warren appl of plfff from judgt of Mr Justice Day, dated May  
9, 1898, at trial without a jury, Middlesex May 19

Justice v James appl of plfff from judgt of Mr Justice Ridley, dated  
May 3, 1898, at trial without a jury, Middlesex May 19

Hedger v Nevill appl of deft from judgt of Mr Justice Ridley, dated  
April 30, 1898, at trial with common jury, Middlesex May 19

Spokes v Grosvenor Hotel Co, ld & ora appl of deft R C Draw from  
judgt of Mr Justice Ridley, dated April 5, 1898, at trial with special  
jury, Middlesex May 20

Cahn & anr v Pockett's Bristol Channel Steam Packet Co, ld appl of  
plffs from judgt of Mr Justice Mathew, dated May 18, 1898, at trial  
without a jury, Middlesex May 23

## HIGH COURT OF JUSTICE.

### CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1898.

#### Notices relating to the Chancery Cause List.

Motions, Petitions, and Short Causes will be taken on the usual days  
stated in the Michaelmas Sittings Paper, with the following exceptions,  
viz.:

Mr. Justice North.—In consequence of Mr. Justice North sitting for the  
disposal of his lordship's own witness list, from Tuesday, November 15,  
until Saturday, November 26 (inclusive), his lordship's motions and  
unopposed petitions will be taken by Mr. Justice Romer—that is to say,  
motions on Thursday, November 17, and Thursday, November 24;  
unopposed petitions on Saturday, November 19, and Saturday, November  
26. If witness actions can be taken on any days other than those above  
appointed, due notice will be given.

Mr. Justice Stirling.—In consequence of Mr. Justice Stirling sitting for  
the disposal of his lordship's own witness list, from Tuesday, November  
15, until Saturday, November 26 (inclusive), his lordship's motions during  
that time will be taken by Mr. Justice Kekewich—that is to say, motions  
on Thursday, November 17, and Thursday, November 24. If witness  
actions can be taken on any days other than those above appointed, due  
notice will be given.

Mr. Justice Kekewich.—The order of business before Mr. Justice  
Kekewich will be as stated on the sittings paper. Actions for trial  
with witnesses will be taken on Tuesday, November 1, and continued  
until the end of the following week. They will also be taken at other  
times. Notice will be given in the Daily Cause List.

Mr. Justice Romer.—Witness actions will be commenced on Tuesday,  
October 25. In consequence of Mr. Justice Romer sitting for the disposal  
of his lordship's own witness list, from Tuesday, November 1, until  
Saturday, November 12 (inclusive), his lordship's motions and unopposed  
petitions during that time will be taken by Mr. Justice North—that is to  
say, motions on Thursday, November 3, and Thursday, November 10,  
unopposed petitions on Saturday, November 5, and Saturday, November  
12. When the witness list is being taken, further considerations will  
not be taken on the Tuesday.

Mr. Justice Byrne will take witness actions every day in the order as  
they stand in his lordship's cause book.

Liverpool and Manchester Business.—Mr. Justice Byrne will take Liver-  
pool and Manchester business as follows:

1. Motions, short causes, petitions, and adjourned summonses on every  
other Friday, commencing with Friday, November 4.

2. Summonses in chambers will be taken on every other Saturday, com-  
mencing with Saturday, November 5.

Summonses before the judge in chambers.—Justices North, Stirling,  
Kekewich, and Romer will sit in court the whole day on every Monday  
during the sittings to hear chamber summonses.

Summonses adjourned into court will be taken (subject to the witness  
list) as follows: Mr. Justice North on the days stated in the Michaelmas  
Sittings paper, and on Fridays and Saturdays; Mr. Justice Stirling, with  
non-witness actions; Mr. Justice Kekewich on Fridays as stated in the  
Michaelmas Sittings paper; Mr. Justice Romer, with non-witness actions,  
except procedure summonses, which (if any) are taken every Saturday,  
and also on other days as the judges may direct.

#### Chancery Causes for Trial or Hearing.

(Set down to October 10, 1898, inclusive.)

Before Mr. Justice North.

Causes for Trial (with witnesses).

Frewen v The Exploration Co ld

act

Chillingworth v Chambers act

The Llangollen Urban District

Council v Best act

In re Waymouth, Waymouth v

Waymouth act

In re Graydon's Patents, No 18,007

of 1893 & No 16,927 of 1894 ptn

entered in Witness List

Blair v Fuller's ld act

A Lawes ld v Goodchild act

South African Republic v La Com-

pagnie Franco-Belge du Chemin

de fer du Nord, &c act

Zumbeck v Bradford act

Stedman v Carpenter act & m f j

T P Lee & Co ld v T P Lee act

T E Brinsmead & Sons ld v Lomax

act & m f j

Tanton v Bull act

Irvine v Irvine & Co ld act

Atkins v King act

Maison Helbronner ld v Duvenc act

(re-transferred from Bigham, J)

The Provident Clerks', &c Assoc v

Wilson act & m f j

Macarthur v Macarthur act &

counter-claim

Chapman v Barnett act

Dunbar v Dunbar act

Walcott v Walcott act

The Salt Union, ld v Davis'

Chlorine Processors, ld act

Gellygaer School Board v Llangy-

nider School Board act

Saccharin Corpn ld v Haines, Ward

& Co act

Melin v Lesty act

British Motor Co ld v Burgess

Cycle Co ld act

Gordon v Wright act

Roberts v Gwyrfai District Council

act

Parker v Everett act

Bear v Payne act

Arnold v Northamptonshire Union

Bank ld act

Plummer v Hawkins act

Coulthard v Whitstable Oyster

Fishery Co act

Turner v Ball act

Burnell v Rubidge act

Borrill v Borrill act

Borrill v Borrill act

Sheridan v Scott's Standard Tyre

Co ld act

The Cardiff Railway Co v Mayor,

&c, of Cardiff act

Manlove, Alliott, & Co ld v Royton

Urban District Council act

Wood v Verdon act

Vidits v O'Hagan act

Jenkins v Leshon act

Wilson v Kay act (Sheffield D.R.)

Forayth v Kinnaird act

In re Cornwell, Budd v Cornwell

act

The Rhondda Valley Breweries Co

ld v Morgan act (pleadings to

be delivered)

Griffiths v Williams act

Adjourned summonses.

In re Mac Ferguson v Smith

In re Drage Drage v Drage

In re Waters & Nelson & V & P

Act, 1874

In re Hall's Settlement and Settled

Land Act

In re Walt Hopper v Fox

In re Elger Elger v Elger

In re Soltan & Settled Land Acts

Jones v International Water &

Sewage Purification Co, ld (to

come on with fur con)

In re Cullum Cullum v Cullum

In re Spencer Bennett v Lund

Walters v Wyand

In re White Walters v Gladwin

In re Swinscow Swinscow v Swins-

cow

Record v Hill

In re Amey Harvey v Amey

In re Amey Amey v Harvey

In re Atkinson Northcote v Atkin-

son

In re The Arauco Co, ld Heming

v Arauco Co, ld Tlarks v Same

In re Camfield Parrott v Camfield

Parrott v Payne

#### Further Considerations.

In re Kidd Brooman v Withall

Francis v Withall 2nd fur con

(short)

Russell v Bagshaw fur con (to be

mentioned)

Darley v Hodgson fur con

#### Before Mr. Justice STIRLING.

Causes for Trial (with witnesses).

In re Taylor Atkinson v Lord act

& m f j (set down by order—  
s.o. one month after depositions  
filed)  
Maude v Salt, Sons & Co ld act  
(pleadings to be delivered)  
Read v Eley act (set down by deft)  
Kane v T Guest & Co act (security  
for costs ordered)  
The Silkstone & Haigh Moor Coal  
Co ld v Edey act  
Banks Price v Owen act  
Lloyd v Powell act  
Martin v Martin act (deflt bankrupt)  
Doolette v Coolgardie Mint, & Co,  
ld act & counter-claim (re-  
transferred from Bigham, J)  
Russell v Young act (re-transferred  
from Bigham, J)  
In re Perry Davis v Volkman act  
Maryon v Motum act  
Peter v Godfrey act  
The Windermere Gas, &c, Co v  
Crosthwaite act  
Bew v Bew act  
King v Keen act  
Peters v The Owen Stone Co, ld  
act  
Bovey v Day act  
Williams v The Rhymney Iron Co  
act  
Pulleyne v Aldous act  
Lord Battersea v Clement's-inn ld  
act  
Australian Mines Agency ld v Mc-  
Kay act & m f j (transferred  
from North, J)  
White v Briley act  
Hannan v Murgatroyd act  
Tweedale v Ashworth act  
In re Mackey Davison v Turner  
act

Causes for Trial (without witnesses)  
and Adjourned Summonses.  
Cooper v Lawrence act & m f j  
In re Wright De Chair v Garnett  
adj sums (restored)  
In re Scowcroft Ormrod v Vicar  
of Bishop's Itchington adj  
sums (restored)  
In re Moon & Trustee Act, 1893  
adj sums  
In re Firth Eagland v Cramer  
adj sums  
In re Firth Sykes v Eagland adj  
sums  
In re Eland & Nettleship, solrs, &c  
(taxation) adj sums  
In re Nourse Hampton v Nourse  
adj sums  
In re Ansted Ansted v Ansted  
adj sums  
Jones v Lloyd act  
Hayles v Pease & Partners ld  
special case  
In re Varley Varley v Everett  
adj sums  
In re Wheelwright Wheelwright  
v Crossley adj sums  
In re Vincent Vincent v Norfolk  
adj sums  
In re Chetwynd Harford v Chet-  
wynd adj sums  
In re Baker Purssey v Holloway  
adj sums  
In re de Sancho Florez v Saurez  
adj sums  
In re Brown Brown v Brown  
adj sums  
Saccharin Corp'n, ld v Fahlberg  
adj sums (procedure) pt hd  
In re Wasdale Brittin v Partridge  
adj sums  
In re The Romford Canal Co & Co's  
Acts adj sums  
James v Lambert act without  
pleadings  
In re Lacy Royal General Theatrical  
Fund v Kydd adj sums and  
motn restored by order  
In re Cuthbert Cuthbert v Cuth-  
bert two adj sums, dated May  
11 & June 16, 1898

In re Baron Trevor Scarsdale v  
Trevor adj sums  
In re Bentinck Bentinck v Ben-  
tinck adj sums  
In re Watson Hamford Union v  
Bartlett adj sums  
In re Patent Colour Printing Alli-  
ance ld Armstrong v The Patent  
Colour Printing, &c, ld adj  
sums  
The Twickenham Urban District  
Council v Munton adj sums  
In re Byrne Wood v Byrne adj  
sums  
In re Drew Drew v Drew adj  
sums  
In re Carus Wilson Carus Wilson  
v Carus Wilson adj sums

Further Considerations.  
In re Burridge Barker v Scotcher  
fur con  
Clarke v Attree fur con  
In re Barclay Barclay v Andrew  
fur con

Before Mr. Justice KEKEWICH.  
Causes for Trial (with witnesses).  
Bower v Burgess act (Oct 25)  
Brocklebank v Shepherd, the  
younger act (Oct 25)  
Viney v Maple & Co pt hd (restored)  
Wilson v Lubbock act Lubbock  
v Wilson act & m f j (advanced  
by order) pt R Wilson dead  
Wilkinson v Leyland act  
Child v Carlile & Jones act and  
sums restored  
Adams v Peters act  
Bewsher v Hodgson act  
Wood v Tompeon act & adjd  
sums in Wood v Tompeon by  
order  
Charter v Watson act  
Dewrance v Smith & Co act (re-  
transferred from Bigham, J)  
Fleissig v Harmony Proprietary Co  
ld act  
Bloice v Pitt act  
Long v Vestry of Fulham act  
In re James James v Griffith act  
In re Johnson Burton v Kersey  
act  
Friedmann v Kilsby act  
In re Lilley Catt v Fowke act &  
adj sums  
Harris v Easton act  
Greening v Benwell act  
Whetherby v Public Works Con-  
structors, ld act  
Tully v Smith, Garrett, & Co, ld act  
Artlett v Haines act  
Donn v Cohen act  
In re Evans Johnson v Shepherd  
act  
Hewitt v Rutter act  
Jerram v Cole act  
Kayo v Croydon Tramways Co act  
Griffith v Lister act

Causes for Trial (without witnesses).  
In re Cleary Biale v Kenny act  
& m f j

Adjourned Summonses.  
De Laune v Utting adj sums  
(restored)  
In re Eldridge Woolnough v  
Eldridge adj sums  
In re Brass Hill v Brass adj sums

Further Consideration.  
Alcock v Dottridge fur con

Before Mr. Justice ROMER.  
Causes for Trial (with witnesses).  
Sykes v Jennings Jennings v Sykes  
Jennings v Sykes Jennings v  
Sykes acts consolidated pt hd  
The Incandescent Gas Light Co ld  
v New Incandescent (Sunlight  
Patent) Gas Lighting Co ld act

Brady v Hauman's Gold Estates ld  
act  
Chetwynd v Allen act (restored on  
two points by order)  
Duke v Bayly act  
Friary, Holroyd's, & Healy's  
Breweries, ld v Singleton act  
In re Brown In re Tilley Button  
v Taylor act  
In re Wicken Wicken v Few act  
& m f j  
Wanton v Coppard act  
Smeeton v Styer act  
Shuter v Godwin act  
Hughes v Smith act  
Oliver v Hinton act  
King v Mendham act without  
pleadings  
Mills v Allen act  
Hobbs v Allen act (advanced by  
order)  
In re Welsford Welsford v Wels-  
ford act  
Economides v Morris act  
Bouchette v Ballard act  
In re Ball Ball v Ball act  
Bryant v Glover act (re-trans-  
ferred from Bigham, J)  
Day v Singleton act (transferred  
from North, J) pleadings not  
complete

Hayward v Tolhurst act (re-  
transferred from Bigham, J)  
Richardson v Moody act & counter-  
claim  
Mountain v Kidd act  
Hayes v New Incandescent, &c,  
Gas Co ld act  
Dewrance & Co v Fletcher Bros  
act (re-transferred from Big-  
ham, J)  
Adlington v Screach act  
Davis v Cycle Manufacturing Tube  
Co ld act  
Boetock v Horton act  
Hudson v Kirkhouse act  
Ibbotson Bros ld v Ibbotson act  
Burden v Samber act without  
pleadings  
Davey v Taylor act  
Hunt v Polkinghorn act

Point of Law.  
Earl Temple v Williams point of  
law set down by order

Causes for Trial.  
(Without Witnesses and Adjourned  
Summonses).

Loder v Loder adjd sums (restored)  
Royal Baking Powder Co v Wright  
adj sums  
In re Plews Plews v Birchall  
adj sums  
In re Milward & Co, Solrs, &c  
(taxation) adj sums  
In re Lonsdale Dowse v Fuller  
adj sums  
In re Saunders Saunders v Nunn  
motn  
Birnstingl v Mosely motn  
Freeth v Nelson m f j  
Ellis v Duke of Bedford adj sums  
(procedure)  
In re Hauff & Co, ld National  
Auction Institute, ld v Hauff &  
Co, ld act without pleadings  
Frampton v Snelus act  
The Best Incandescent Gas Share,  
ld v Incandescent Gas Light Co,  
ld motn entered in non-wit list  
The Incandescent Gas Light Co, ld v  
The Best Incandescent Gas Share  
Syndicate, ld motn entered in  
non-witness list  
Hardy v The National Guardian  
Asce Co, ld m f j

Further Considerations.  
Jauncey v Cooke fur con and adj  
sums  
In re The Aluminium Cycle Fittings

Co, ld Liddell (on behalf, &c) v  
The Aluminium Cycle Fittings  
Co, ld fur con  
Millar v Jacobs fur con

Before Mr. Justice WRIGHT.  
(Sitting as an additional Judge of  
the Chancery Division.)

Motions.  
Companies (Winding-up).  
W Brock & Son, ld (transfer pro-  
ceedings)  
African Landed Estates Co, ld (for  
discharge of order dated June 21,  
1894, as regards applicant)  
London & General Bank, ld (to  
compel attendance of witness)  
London & West of England Com-  
tract Co, ld (leave to issue writ  
of attachment)  
Colonial Debenture Corp'n, ld (vary  
order refusing public examn)  
Ormonde Gymnastic Club, ld (for  
leave to issue writ of attachment)  
Southern Counties Deposit Bank, ld  
(to appoint liquidator)  
International Commercial Co, ld (for  
committal)  
London & General Bank, ld (com-  
mit)  
Veuve Monnier et ses Fils, ld (to  
enforce delivery of accounts)

Chancery Division.  
Black v Williams & Victoria Steam-  
boat Assoc, ld (delivery up of  
possession)

Companies (Winding-up).  
Petitions.  
Joseph Bull, Sons, & Co, ld (petn  
of M T Shaw & Co)  
Glamorgan Central Permanent  
Benefit Building Soc (petn of the  
Co)  
Industrial Securities Investment  
Co, ld (petn of E A Hamblin)  
Bidasoa Ry & Mines, ld (petn of F  
Thorn)  
Woolley Coal Co, ld (petn of York-  
shire Banking Co, ld)  
Dawe & Co ld (petn of A Wit-  
church)  
Eastern Counties Bacon Factory ld  
(petn of Lalor and Kinderley)  
Otis Steel Co ld (petn of L Relton)  
G & S Bracknell ld (petn of The  
Continental Bottle Co)  
South Kent Water Co (petn of J.  
Oakes & Co)  
Pontypriid Improvements Co ld  
(petn of P J Dunn & ore)  
Goodwins, Jardine & Co ld (petn of  
The Industrial and General Trust  
ld)  
Moore Bros & Cold (petn of Nichel-  
son, Sons, & Daniele)  
Gold Reefs of Western Australia  
ld (petn of G E D Durnford)  
North Borneo Prospecting & Cali-  
vation Syndicate ld (petn of W  
P R Newlands)  
Bonara Italian Steel and Tin Plate  
Manufacturing Co ld (petn of G  
O A Sommer)  
Globe Blocks Mining Co ld (scheme  
of arrangement) (petn of C J  
Fauvel and the South African  
and Australian Exploration &  
Development Syndicate ld)  
London & Paris Finance & Explora-  
tion Co, ld (petn of Roserreit  
Hub & Components Co, ld)  
Wheel Club, ld (petn of H J Grim-  
wade)  
West Australian Pastoral & Cologi-  
zation Co, ld (petn of Land Corp'n  
of West Australia, ld)  
Oriental Palace of Varieties, ld  
(petn of Shelley & Co, ld)  
South Australian Petroleum Fields  
ld (petn of J Senior)



MICHAELMAS SITTINGS, 1898.

\* The Asterisk indicates that the Dates in that Column are liable to alteration.

## HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR MICHAELMAS SITTINGS, 1898.

A to F—Mondays, Wednesdays, and Fridays, Master Johnson until the 4th of November inclusive, after that date Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Macdonell; Tuesdays, Thursdays, and Saturdays, Master Walton.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

A to F—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him on and after the 7th of November, in his own room, No. 110, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G to N—All applications by summons or otherwise in actions assigned to Master Butler are to be made returnable before him in his own room, No. 112, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O to Z—All applications by summons or otherwise in actions assigned to Master Wilberforce are to be made returnable before the Masters of this Division.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at chambers. BY ORDER OF THE MASTERS.

## THE PROPERTY MART.

## RESULTS OF SALES.

Messrs. H. E. POSTER & CRANFIELD were successful in obtaining purchasers for every lot except one at their Sale of Reversions and Life Policies on Thursday last, at the Mart, E.C. The following were amongst the prices realized, the total being £10,418:

REVERSIONS:					
To a Society of Three Leaseholds, producing £135: life 84 ...	Sold	385			
Absolute to £776 8s. 2d. New Zealand Consolidated 4 per Cent. ...					
Stock; life 60 ...		655			
Absolute to One-fifth of about £17,749; life 64 ...		1,755			
ANNUITY:					
Of £30; life 56; with fully-paid policy ...		915			
LIFE POLICIES:					
For £4,000; life 61 ...		1,650			
" £4,000; same life ...		1,840			
" £4,000; life 66 ...		1,475			
" £1,000; life 66 ...		560			
" £1,000; lives 70 and 72 ...		1,205			
SHARES:					
Home and Foreign Produce Exchange, Limited; 2 Shares of £20 each, fully paid ...		50			
London Egg Market, Limited; 18 Shares of £10 each (£2 paid) ...		219			

Messrs. C. C. & T. MOORE sold at the Mart, on the 20th: 21, Burr-street, Tower-hill, £275; 124, 126, 128, and 130, Buxton-street, Mile End, £1,760; 3 houses in Acadia-street, Poplar, and 7 in Skidmore-street, £1,025; 4 houses in Brunell-street, Canning Town, £900. Total sale, £4,875.

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

**FOR THROAT IRRITATION AND COUGH.**—"Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Oct. 14.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**CHURCH CHURCH CLUB, LIMITED.**—Creditors are required, on or before Nov 22, to send their names and addresses, and the particulars of their debts or claims, to Walter Conway, Old Bank bldg, Chester.

**HEATH TIZZARD & CO., LIMITED.**—Creditors are required, on or before Nov 23, to send their names and addresses, and the particulars of their debts or claims, to Henry William Figgins, Chesapeake, Hanley. Wain & Harris, Burslem, solvers to liquidator.

**JOHN LAKE & SON, LIMITED.**—Ptn for winding up, presented Oct 3, directed to be heard on Oct 26. Rundle & Hobrow, Portland House, Basinghall st. solvers for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25.

**MARSHALL ASHBY & CO., LIMITED.**—Ptn for continuance of voluntary winding up, presented Oct 12, directed to be heard on Oct 26. Richards & Co, 44, Finsbury sq, solvers for ptner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25.

**MATLOCK WATER WORKS CO., LIMITED (IN LIQUIDATION).**—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Fred L. Sowter, 25, Irongate, Derby.

**MAWDRAH GOLD EXTRACTION SYNDICATE, LIMITED.**—Ptn for winding up, presented Oct 12, directed to be heard Oct 26. Gibson & Co, 37, Chancery lane, solvers for the ptner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25.

**OMNIBUS AND TRAMCAR CIGARETTE AUTOMATIC SUPPLY CO., LIMITED.**—Ptn for winding up, presented Oct 10, directed to be heard Oct 26. Day & Co, 37, Norfolk st, Strand, solvers for the ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25.

**PEARL STREET BLEACHING CO., LIMITED.**—Creditors are required, on or before Nov 11, to send their names and addresses, and the particulars of their debts or claims, to John Whalley Hunt, Whalley Cottage, Darwin.

**PERKINSON MOTOR FOREIGN PATENTS SYNDICATE, LIMITED.**—Ptn for winding up, presented Oct 11, directed to be heard Oct 26. Ashwell & Co, 79, Queen st, Chancery lane, solvers for the ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25.

**THURCHLEY BROTHERS, LIMITED.**—Creditors are required, on or before Nov 11, to send their names and addresses, and full particulars of any debts or claims, to Edwin A. Faine, Lloyds Bank chmbrs, Hanley, solver for liquidators.

**WALTER POTTS, LIMITED.**—Creditors are required, on or before Nov 7, to send in their names and addresses, and the particulars of their debts or claims, to the Liquidator, 13, Clegg st, Oldham. Booth & Sons, Oldham, solvers for liquidator.

**WELLINGTON HOTEL, LIMITED.**—Creditors are required, on or before Nov 14, to send their names and addresses, and the particulars of their debts or claims, to Robert Henry Howarth, Central chmbrs, Fleece st, Rochdale.

## FRIENDLY SOCIETIES DISSOLVED.

**DEVON AND CORNWALL SICK BENEFIT COLLECTING SOCIETY, 2, Marine ter, Penzance** Cornwall. June 22

**EARL OF WILTON LODGE, ODDFELLOWS, Croft, Lancs.** Oct 10

**GREAT WESTERN JUVENILE FORESTERS' FRIENDLY SOCIETY, 146, Clarendon st, Harrow rd** Oct 10

**HARMONSWORTH FRIENDLY SOCIETY, Harmondsworth Baptist Chapel, Middlesx** Sept 28

**MUSIC HALL ARTISTES' FRIENDLY SOCIETY, Magnet Office, Leeds.** March 2

**PRINCE OF WALES FRIENDLY BENEFIT SOCIETY, Talgarth, Brecknock.** Sept 29

London Gazette.—TUESDAY, Oct. 18.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**BRIDGWATER DAIRY SUPPLY CO., LIMITED.**—Creditors are required, on or before Nov 5, to send their names and addresses, and particulars of their debts or claims, to Walter Joseph Rucombe Poole, Dampiet st, Bridgwater.

**BROOKS GOLD FIELDS OF THE NORTHERN TERRITORIES OF AUSTRALIA, LIMITED.**—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of the debts or claims, to the London Law and Trade Protection Association, Limited, 85, Gracechurch st. Birchalls, 55, Gracechurch st, solvers to liquidators.

**CARRIDY HILL COOLGARDIE GOLD MINES, LIMITED.**—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st.

**CLAREMONT CYCLE MANUFACTURING CO., LIMITED.**—Ptn for winding up, presented Sept 29, directed to be heard Oct 26. Blachford & Co, 15, Wallbrook, solvers and ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25.

**EDMUND ASHWORTH & SONS, LIMITED.**—Creditors are required, on or before Nov 8, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bourne Ross and Edmund Ashworth, Cromford st, Market st, Manchester. A & G W Fox, Manchester, solvers for the liquidators.

**HARROW CONSTITUTIONAL CLUB, LIMITED.**—Creditors are required, on or before Oct 29, to send their names and addresses, and the particulars of their debts or claims, to James Fisk, Kimberley rd, Harrow. McDiarmid & Hill, solvers to the liquidator.

**HASLINGDEN PLASTIC BRICK AND TYLE CO., LIMITED.**—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Harry Rothwell, 29, Prospect hill, Haslingden. Whitaker & Hibbert, Haslingden, solvers for liquidator.

**LADIES' COUNTY CLUB, LIMITED (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Nov 14, to send their names and addresses, and the particulars of their debts or claims, to George Carnaby Harrower, College hill chmbrs. Dade & Coy, London wall, solvers for liquidator.

**LAWSON AND BIRMINGHAM BRASS FOUNDRY COMPANY, LIMITED.**—Ptn for winding up, presented Oct 12, directed to be heard on Oct 26. Arthur B. Chubb, 6, John st, Adelphi, agent for Richard Chinn, Birmingham, solver for ptners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 25.

**MORGAN BROTHERS, LIMITED.**—Ptn for winding up, presented Oct 4, directed to be heard on Oct 26. J. W. Phillips, 108, Dale end, Birmingham, solver for ptners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25.

**ST. AUGER GOLD REEFS, LIMITED.**—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Douglas Petrie, 117, Leadenhall st. Ashurst Morris & Co, solvers to liquidator.

**WORSLEY, LIMITED.**—Ptn for winding up, presented Sept 15, directed to be heard on Oct 26. G. Trenam, 7, New ct, Lincoln's inn, agent for Adleshaw & Co, Manchester, solvers to ptner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 25.

## FRIENDLY SOCIETIES DISSOLVED.

**CHASTOWN PRIMITIVE METHODIST BENEVOLENT SOCIETY, Chastown, Staffs.** Oct 10

**DICK OF CONNAUGHT LODGE, 24, Enfield rd, Leeds.** Aug 8

**FEMALE FRIENDLY SOCIETY, Stony Stratford, Bucks.** Oct 10

**FOX & ALLOTMENTS SOCIAL SOCIETY, Walthamstow, Essex.** Oct 10

**OSWALDTHORPE DISTRICT MINERS' RELIEF SOCIETY, Oswaldthorpe, Lancs.** Oct 10

**WESTLEY WATERLESS INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED, Westley Waterless, Cambs.** Oct 8

## CREDITORS' NOTICES.

UNDER 22 &amp; 23 VICI. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Sept. 30.

**ABBEY, ANNE DRANSFIELD, Brixton** Oct 31 Booth, Huddersfield

**ANGELO, MOSES, Maida Vale** Nov 15 Hands, Angel ct

**ATKINSON, JOHN JAMES, Liverpool** Dec 1 Smith & Son, Liverpool

**BLAKEWAY, HANNAH, Chaddeley Corbett, Worcester** Nov 8 F & H Corbett, Worcester

**BLOKHAM, HORACE HOPE, Highbury, Bill Broker** Nov 3 Aldis, Basinghall st

**BOTTRELL, JAMES, Oxford, Baker** Nov 1 Walsh & Son, Oxford

**BURGESS, RICHARD, Bethnal Green** Oct 30 Potchery & Co, Basinghall st

**CHAPPEL, SHEPHERD STEPHAN, Barking, Essex** Oct 31 Hilder, Gravesend

**CUNNING, LOUISA FINCH, Tunbridge Wells** Oct 31 Hyde & Co, Ely pl

**DARVILL, JOHN, Stoke Newington, Licensed Victualler** Nov 10 Sydney, Benfret st, Lambeth

**EYHOE, JOHN, Liverpool** Dec 1 Smith & Son, Liverpool

**FAULKNER, CHARLES, Sutterton, Lincs** Nov 16 Staniland, Boston

**GREAT REX, REV CHARLES BUTLER, Ludlow, Salop** Oct 31 Wade & Son, Shrewsbury

**GURDNEY, WILLIAM, Diapers' gds, Throgmorton st, Stockbroker** Dec 1 Graham & Graham, Fowey

**HATCHCLIFFE, CHARLES HOLMES, Horncastle, Lincoln, Coachbuilder** Nov 1 Tweed & Overton, Horncastle

**HETWORTH, LUCY ELIZABETH, Mirfield, York** Nov 1 Greenwood, Osnott

**HICKS, SARAH, Reigate, Surrey** Oct 21 Oldman & Co, Old Serjeants' inn, Chancery lane

**HUGHES, SARAH, Holywell, Flint, Draper** Oct 22 Cape, Holywell

**JONES, Mr WILLIAM, Camberwell** Nov 1 Roberts & Evans, Aberystwith

**MARSHOTT, HARRIETT, Southwell, Nottingham** Oct 31 Kirkland, Southwell

**MASHITER, JULIA, Romford, Essex** Nov 1 Ramsden & Co, Leadenhall st

**MUNSELL, WILLIAM, Wilmalaw, Chester, Iron Founder** Nov 14 Sale & Co, Mst Chester

**OFFERBACH, JANE, Putland st, Soho** Oct 31 Marks, Bishopsgate st, Withia



BYLOW, WILLIAM HENRY, Shrewsbury Oct 31 Wade & Son, Shrewsbury  
 BAYN, WILLIAM, Peering, Essex Nov 13 Beaumont & Son, Coggeshall  
 RICHARDSON, RICHARD, Bradford, Tailor Oct 31 Freeman, Bradford  
 BURT, JOSEPH, West Norwood, Brewer Oct 5 Pulllove & Co, Cannon st  
 SMITH, JAMES STAPFYLTON, Hartgate, York Oct 31 Wragg, Rotherham  
 SPALL, CHARLES ROLAND, Walton on Thames, Glove Manufacturer Oct 31 Sturt, Milk st  
 PENCE, JOHN FREDERICK, Higher Broughton, Lancs Oct 25 Tyas & Son, Barnsley  
 STANDRING, SAMUEL, Monston, nr Leeds Nov 7 Scatcherd & Co, Leeds  
 STONEY, MARY ANN, Forest Gate, Essex Nov 12 Hillsarys, Fenchurch bldgs  
 TWOPEY, EDWARD MAXWELL, Sittingbourne, Kent Oct 10 Hulberts & Co, New sq, Lincoln's inn  
 VANDENBERGH, WALTER, Lewisham rd, Stationer Oct 31 Pettiver & Parkes, College hill  
 VERNY, HENRY, Radford Semele, Warwick, Beerhouse Keeper Nov 1 Handley & Co, Warwick  
 VOBBY, JOHN VAN, Clapham Park Nov 8 Cooper & Co, Birchln lane  
 WALKER, GEORGE OCTAVIAN, Nafferton, York Nov 7 White, Driffield  
 WEBSTER, REUBEN, Halifax, Colour Mixer Oct 17 Mackrell & Rushworth, Halifax  
 WOOD, MARY, Highgate rd Nov 15 Wood & Co, Raymond bldgs  
 WOOLLEY, EDWARD, Hyde, Chester Dec 25 Thomas Brownson, Hyde

London Gazette.—TUESDAY, Oct. 4.

BARTON, HENRY, Redhill, Surrey, Wine Merchant Oct 31 Phillips & Cheesman, Hastings  
 DOLL, JOHN, Westminster, Wilts, Farmer Oct 25 Wakeman & Son, Warminster  
 DUNNELEY, CHARLES CHORLTON, Manchester, Iron Merchant Nov 15 Addleshaw & Co, Manchester  
 CAREY, JANE, York Nov 1 Dent, York  
 FOWELL, CATHERINE ANN, Bideford, Devon Nov 5 Gidley & Son, Plymouth  
 GARLICK, JACOB, Walton, Liverpool, Licensed Victualler Nov 1 Mather, Liverpool  
 GOODMAN, JOHN HALLETT, West Norwood, Hosier Oct 31 Holt, Gray's inn sq  
 HALLIDAY, WILLIAM HALLIDAY, Glenholme, nr Lynton, Devon Nov 15 Dale & Co, Cornhill  
 HEWITT, ESTHER, Eastbourne Oct 31 Hicks & Co, 85, King st, Covent Garden  
 OKE, EDWARD THOMAS, Southampton Nov 1 Stanton & Co, Southampton  
 KAIN, LYDIA ANNIE, Fyzabad, Oudh, India Jan 1 Withalls & Belton, Bedford row  
 KIRBY, CHARLES, Leeds Nov 12 Rider, Leeds  
 KIRBY, MARIA, Leeds Nov 12 Rider, Leeds  
 LINDSELL, JOHN BARBER, Eastbourne Dec 1 Hooper & Co, Biggleswade, Beds  
 MARSHALL, JOHN JAMES, Clerkenwell Oct 24 Medall, Eldon st  
 MARTIN, ADAM RAE, Rochester, Surgeon Nov 7 Smyth, Strood  
 MORRITT, GEORGE, Kirk Smeaton, York, Miller Oct 31 Leatham & Co, Wakefield  
 PEARCE, BEATRICE, Henbury, nr Bristol Nov 14 A & H White, Gt Marlborough st  
 PIERCE, JAMES, Pickering, York Nov 11 Piercy, Huddersfield  
 PIERCE, HENRY, Fawley, Southampton Dec 1 Woolley, Gt Winchester st  
 QUARBY, WALTER, Blackmoorfoot, nr Huddersfield, Farmer Oct 31 Wilmshurst & Stones, Huddersfield  
 ROGERS, HENRY ALFRED, Chesham, Bucks, Brick Manufacturer Oct 31 Francis & How, Chesham  
 ROLLIN, JOHN, Sheffield Nov 11 Vickers & Co, Sheffield  
 PINE, JAMES, Darrington, York, Farmer Oct 31 Leatham & Co, Wakefield  
 SWAIN, MATTHEW, Dukinfield, Chester, Collier Nov 1 Whitworth, Ashton under Lyne

VALLEY, SAMUEL, Slough, Bucks Nov 5 Mills, Chancery lane  
 WARD, WILLIAM, Fockthorpe, Norwich Oct 31 Prior, Norwich  
 WEBSTER, REUBEN, Halifax, Colour Mixer Oct 17 Mackrell & Rushworth, Halifax

London Gazette.—FRIDAY, Oct. 7.

ALLEN, JOSEPH, Castleford, York, Chemist Nov 5 Wilson, Castleford  
 BALLANTYNE, GEORGE, Merton pk, Surrey, Warehouseman Nov 4 Cannon & Co, Wool Exchange  
 BARNES, MARTHA, St John's Wood Nov 10 Gasquet & Metcalfe, Gt Tower st  
 BARON, PRUDENCE, Chorley, Lancs Nov 12 Cliff, Blackburn  
 BIGGS, WILLIAM, Bath, Draper Oct 24 Bowen & Symes, Dorchester  
 BRADSHAW, JOHN COWISON, Camberwell, Blocher Nov 20 Quinn & Sons, Liverpool  
 BULL, BENJAMIN, New Sleaford, Lincoln, Wheelwright Nov 15 Peake & Co, Sleaford  
 COLLETT, THOMAS, Atworth, Wilts Nov 10 Keary & Stokes, Chippingham, Wilts  
 DALES, JOHN HUDSON, Oswestry, Salop, Pawnbroker Nov 7 Minshalls & Co, Oswestry  
 DAWSON, MATHEW, Newmarket, Cambridge Nov 30 Ingram & Co, Lincoln's inn fields  
 DEVINE, HANNAH, Bethnal Green Nov 10 Voss, Bethnal Green rd  
 DONNELLY, PATRICK, Bootle, Lancaster Dec 2 Smith, Liverpool  
 FURNISS, ELIZABETH AMY, Regent's Park rd Nov 1 Bone & Heppell, Frederick's pl  
 FLETCHER, MARY ANN, Pickering, York Nov 10 E J & A Peters, York  
 GUILFORD, JOHN, Leicester Nov 21 Guilford, Surbiton, Surrey  
 HART, JOHN EDWARD, Liverpool, Cashier Nov 3 Smith, Liverpool  
 HEAWOOD, JOHN, Fenchurch st, Tea Merchant Nov 7 Mellor & Co, Moorgate pl  
 HERRING, ROBERT, Ship, Westmorland Nov 15 Bleymire & Shepherd, Penrith  
 HILL, JOHN SHERIFF, St Albans, Herts Nov 10 Godden & Co, Old Jewry  
 JACKSON, GEORGE, Maidenhead, Berks, Butcher Oct 31 Fossick, Maidenhead  
 JONES, ELINOR, Texteth Park, Liverpool Nov 10 Masters & Rogers, Liverpool  
 MACKAY, DAVID, Netherton, Dudley, Sexton Nov 8 Davies, Netherton  
 MEATS, ELIZABETH, Nottingham Nov 12 Richardson, Burton on Trent  
 MILLS, CLARA, Upper Norwood Nov 14 Layton & Co, Budge row  
 MILLS, ROBERT EARNEST, Stratley, Berks, Innkeeper Nov 11 H & C Collins, Reading  
 NELSON, STEPHEN, Bootle, Lancs, Licensed Victualler Nov 17 Smith, Liverpool  
 NOBLE, AGNES, Kendal, Westmorland Nov 29 Thomson & Wilson, Kendal  
 ORMEROD, HENRY MERE, Broughton Park, Lancs Nov 22 Ormerod & Allen, Manchester  
 PEEL, ABRAHAM, Birkenhead, York, Butcher Nov 19 Law, Batley  
 RAWSTON, JAMES, Llandudno, Nov 21 Jackson & Co, Hull  
 RILEY, JOSEPH, Nelson, Lancs, Shoemaker Nov 5 Baldwin, Nelson  
 RILEY, SAMUEL, Nelson, Lancs, Butcher Nov 5 Baldwin, Nelson  
 RILEY, WILLIAM, Nelson, Lancs, Shoemaker Nov 5 Baldwin, Nelson  
 SCOTT, WILLIAM, Huddersfield, Tailor Oct 18 Turner, Huddersfield  
 SHEARMAN, MARY, Clapham Nov 12 Whitfield & Harrison, Surrey at  
 TAYLOR, FREDERICK WILLIAM, Sheffield Nov 7 Bartlett, Sheffield  
 TAYLOR, WILLIAM PERCIVAL, Preston Nov 1 Clarke & Co, Preston  
 THOMAS, DAVID, Rhondda Valley, Glam Nov 10 Spickett & Sons, Pontypridd  
 WAUGH, REV WILLIAM AUSTIN, Bilston, Staffs Oct 14 Wamsell, Bilston  
 WILSON, JOHN, Hanslope, Bucks, Farmer Nov 1 Becke & Green, Northampton  
 WOOD, PERCY, Hatfield Peverel, nr Witham, Essex Farmer Nov 10 Gray, Chelmsford

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct. 14.

### RECEIVING ORDERS.

ALLEN, RICHARD HENRY, Leicester, Jeweller Leicester Pet Oct 10 Ord Oct 10  
 BATH, HENRY, Old Kent rd, Decorators' Merchant High Court Pet Aug 18 Ord Oct 10  
 BEHN, ROBERT, Silverton, Devon, Builder Exeter Pet Oct 10 Ord Oct 10  
 BONICK, ARTHUR JOSEPH, Foleshill, nr Coventry, Cycle Factor Coventry Pet Oct 8 Ord Oct 8  
 BOTCH, FREDERICK GEORGE, Hanley, Staffs, Clerk Hanley Pet Oct 10 Ord Oct 10  
 BRES, JOHN, Dinns Mawddwy, Merioneths, Joiner Aberystwith Pet Oct 12 Ord Oct 12  
 BRENTON, JOHN, Camborne, Cornwall, Mine Agent Truro Pet Oct 11 Ord Oct 12  
 BRODIE, WILLIAM BRADIE, Farnworth, nr Bolton, Surgeon Bolton Pet Sept 24 Ord Oct 13  
 BROOKHURST, JOHN CHARLESWORTH, Sheffield, Hairdresser Sheffield Pet Oct 12 Ord Oct 12  
 BROWN, HENRY VINCENT, Retford, Vanman Lincoln Pet Oct 10 Ord Oct 10  
 BROWN, SIDNEY HERBERT, Freshwater, I of W, Jeweller Newport Pet Oct 11 Ord Oct 11  
 CARMAN, HENRY ROBERT FIELD, Bourne, Lincs Peterborough Pet Oct 12 Ord Oct 12  
 COLE, ARTHUR DAVID, Coventry, Tailor Coventry Pet Oct 11 Ord Oct 11  
 CRAWFORD, MIDDLETON, and ARTHUR FRANCIS MARTIN, New Oxford st, Engineers High Court Pet Aug 5 Ord Oct 10  
 CROSLAND, WILLIAM, Misterton, Notts, Fitter Lincoln Pet Oct 10 Ord Oct 10  
 DAVIES, JAMES SWANSEA Valley, Glam, Licensed Victualler Neath Pet Oct 12 Ord Oct 12  
 DAY, JOHN WILLIAM, Blackpool, Lisesa Salesman Preston Pet Oct 11 Ord Oct 11  
 DE VALHERBERT, Count, Fulham High Court Pet Aug 13 Ord Oct 10  
 DREW, WILLIAM MATTHEW, Downham Market, Norfolk, Jeweller King's Lynn Pet Sept 21 Ord Oct 11  
 ELLIS, JESTHER, Killanbarsh, Derby, Licensed Victualler Chesterfield Pet Oct 10 Ord Oct 10  
 EMBRY, WILLIAM, Lincoln, Fishmonger Lincoln Pet Oct 10 Ord Oct 10  
 FIDLER, BENJAMIN, Sheffield, Builder Sheffield Pet Oct 11 Ord Oct 11  
 FOX, JAMES ARMITAGE, Macclesfield, Sord Manufacturer Macclesfield Pet Sept 20 Ord Sept 20

HALSTEAD, JOHN, Gt Hatwood, Lancs, Plumber Black-burn Pet Sept 29 Ord Oct 12  
 HARRIS, WILLIAM, St John's Wood, Coal Merchant High Court Pet Oct 12 Ord Oct 12  
 HATTON, JOSEPH, Jump, nr Barnsley, Yorks, Coal Miner Barnsley Pet Oct 11 Ord Oct 11  
 JACKSON, ARTHUR EDWARD, Wolverhampton, Butcher West Bromwich Pet Oct 10 Ord Oct 10  
 JOHNSON, SAMUEL, Barnsley, Yorks, Commercial Traveller Barnsley Pet Sept 19 Ord Oct 10  
 LUMSDEN, A. Hyde Park mansions High Court Pet Sept 16 Ord Oct 12  
 MACKENZIE, NEIL, Waltham Cross, Herts, Nursotymen Edmonton Pet Sept 15 Ord Oct 10  
 MILES, WILLIAM, West Bromwich, Boot Dealer West Bromwich Pet Oct 10 Ord Oct 10  
 MOSS, JOHN, Warrington, Butcher Warrington Pet Oct 12 Ord Oct 12  
 NICHOLSON, JOHN HENRY, Bury st, Bloomsbury High Court Pet Oct 12 Ord Oct 12  
 PAGE, WILLIAM, Southwark Bridge rd High Court Pet Sept 16 Ord Oct 12  
 PARKES, ABRAHAM, Prince's End, Staffs, Charter Master Dudley Pet Oct 10 Ord Oct 10  
 PARKER, FREDERICK WILLIAM, Bristol, Blindmaker Bristol Pet Oct 10 Ord Oct 10  
 RABENOWITZ, MYER, Cinderford, Glos, Outfitter Gloucester Pet Oct 12 Ord Oct 12  
 READ, THOMAS, Thurston, nr Rotherham, Farmer Sheffield Pet Oct 10 Ord Oct 10  
 RIGHT, THOMAS JAMES, Warrington, Builder Warrington Pet Oct 11 Ord Oct 11  
 RUDDOCK, CHARLES ALFRED, Willenden Green, Grocer High Court Pet Oct 10 Ord Oct 10  
 SHAW, MARY, Thurnham, nr Lancaster, Farmer Preston Pet Oct 11 Ord Oct 11  
 SLATER, THOMAS, Somerscales, Derbyshire Derby Pet Oct 10 Ord Oct 10  
 SMITH, JOSEPH, Keighley, Draper Bradford Pet Sept 28 Ord Oct 10  
 SMITH, THOMAS JOHN, St Peter's, Thamel, Hairdresser Canterbury Pet Oct 11 Ord Oct 11  
 TOMLINSON, JOHN HENK, Shepherd's Bush, Pawnbroker High Court Pet Oct 11 Ord Oct 11  
 ULPH, ARTHUR GOULD, Norwich, Packer Norwich Pet Oct 10 Ord Oct 10  
 WARD, AGNES, Quebec, Durham, Boot Dealer Durham Pet Oct 10 Ord Oct 10  
 WHITEHEAD, ARTHUR ELLIS, Ilkeston, Licensed Victualler Derby Pet Oct 10 Ord Oct 10  
 WHITWORTH, JAMES WILLIE, Castleton, nr Rochdale, Tailor Rochdale Pet Oct 11 Ord Oct 11

WHYLE, ALFRED THOMAS, Mansfield, Baker Nottingham Pet Oct 10 Ord Oct 10  
 WRIGHT, THOMAS, Kingsthorpe, Northampton, Builder Northampton Pet Oct 10 Ord Oct 10  
 YOUNG, JAMES, Saddleworth, Yorks, Tanner Oldham Pet Oct 1 Ord Oct 12

Amended Notice substituted for that published in the London Gazette of the Oct 11:  
 HOLT, WILLIAM, Priestwich, nr Manchester Salford Pet Oct 8 Ord Oct 8

### FIRST MEETINGS.

ADAMS, SAM, High Hadden, Kent, Farmer Oct 25 at 2 Young & Sons, Bank bldgs, Hastings  
 ANTON, GEORGE, Cardiff, Grocer Oct 21 at 11.30 Off Rec, 29, Queen st, Cardiff  
 BATH, FREDERICK, Old Kent rd, Decorators' Merchant Oct 25 at 12 Bankruptcy bldgs, Carey st  
 BATH, HENRY, Old Kent rd, Decorators' Merchant Oct 25 at 12 Bankruptcy bldgs, Carey st  
 BONICK, ARTHUR JOHN, Foleshill, nr Coventry, Cycle Factor Oct 21 at 11 Off Rec, 17, Hertford st, Coventry  
 BRAHAM, BERNARD, Egmont, Cheshire, Architect Oct 25 at 12 Off Rec, 35, Victoria st, Liverpool  
 BRENTON, JOHN, Camborne, Cornwall, Mine Agent Oct 24 at 12 Off Rec, Bosconan st, Truro  
 BROWN, JOHN ARCHER, Gospel End, Staffs, Licensed Victualler Oct 21 at 10.30 Off Rec, Wolverhampton st, Dudley  
 CAPPS, EDMUND, jun, Turnham Green, Builder Oct 24 at 3 Off Rec, 86, Temple church, Temple av  
 CLARKE, THOMAS, Sherwood Rise, Nottingham, Commercial Traveller Oct 22 at 3.15 Off Rec, 4, Castle pl, Park st, Nottingham  
 CLELAND, ROBERT, Stockburn, Northumberland, House Agent Oct 21 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne  
 COOMBS, WILLIAM THOMAS, Canton, Cardiff, Chemist Oct 21 at 12 Off Rec, 29, Queen st, Cardiff  
 COOPER, JOHN MOXHAM, Salisbury, Wilts, Decorator Oct 21 at 12.30 Off Rec, City church, Endless st, Salisbury  
 COX, EDWARD RANDALL, Oxford st, Boot Dealer Oct 21 at 1 Bankruptcy bldgs, Carey st  
 DALLING, WILLIAM, Swansea Oct 21 at 12 Off Rec, 21, Alexandra rd, Swansea  
 DAVIDSON, JOHN, South Shields, Cycle Manufacturer Oct 24 at 11 Off Rec, 20, Mosley st, Newcastle on Tyne  
 DILLER, HENRY FURBER, Canonbury sq, Commercial Traveller Oct 24 at 12 Bankruptcy bldgs, Carey st  
 ELLIS, EDMUND, Scarborough, Grocer Oct 21 at 11 Off Rec, 74, Newborough, Scarborough

THORPE, JOHN, Reigate, Bootmaker	Croydon	Pet Oct 12
Ord Oct 13		
TOWN, WILLIAM, Barnsley, Painter	Barnsley	Pet Oct 13
Ord Oct 13		
WALLIS, EDWARD KENST, Worthing	Brighton	Pet Oct 15
Ord Oct 15		
WIGGLESWORTH, W. T. Holland st, Blackfriars, Licensed Victualler	High Court	Pet Sept 13 Ord Oct 13
Amended notice substituted for that published in the London Gazette of Oct 11 :		
JUDSON, CHARLES, Manchester	Manchester	Pet Oct 7
Ord Oct 7		

ANGUS, JOHN, Wolsingham, Durham, Innkeeper Oct 25 at  
 3 Off Rec, 25, John's st, Sunderland  
 BACON, RICHARD, and EDGAR BACON, Ketley Brook, nr  
 Wellington, Cycle Makers Oct 25 at 2.30 Off Rec, 42,  
 St John's hall, Shrewsbury  
 BERRY, ROBERT, Silvertown, Devon, Builder Oct 27 at 10.30  
 Off Rec, 13, Bedford circles, Exeter  
 BREADLEY, WILLIAM MARSHALL, Heckmondwike, York,  
 Painter Oct 25 at 3 Off Rec, 14, Bank chambers, Batley  
 BREKE, JOHN, Dins, Mawdwy, Merioneth, Joiner  
 Oct 25 at 12.30 Town Hall, Aberystwyth  
 BRODIE, WILLIAM BREADIE, Farnworth, nr Bolton, Surgeon  
 Oct 26 at 11 16, Wood st, Bolton  
 BROWN, HENRY VINCENT, Bedford, Vanman Oct 27 at 12.30  
 Off Rec, 31, Silver st,  
 BUR, ARTHUR, Walbrook, Lead Agent Oct 25 at 11  
 Bank, Bankers, Lancry at  
 BURROWS, GEORGE GOLDING, Dawlish, Devon, Baker Oct 27  
 at 10.30 Off Rec, 13, Bedford circles, Exeter  
 CANNHAM, HENRY ROBERT FIELD, Bourne, Lincoln Nov 10  
 12 Law Courts, New rd, Peterborough  
 CARTLIDGE, THOMAS JAMES, Harslem, Oven Builder Oct 25  
 at 3.30 Off Rec, King st, Newcastle under Lyme  
 CLARK, WILLIAM, Elwick, Durham, Innkeeper Oct 25 at  
 3.30 Off Rec, 25, John's st, Sunderland  
 COLE, ARTHUR DAVID, Coventry, Tailor Oct 25 at 11.30  
 Off Rec, 17, Hertford rd, Coventry  
 COOK, HENRY SAMUEL, Birmingham, Doctor Oct 26 at 11  
 174, Corporation st, Birmingham

*London Gazette.*—TUESDAY, Oct. 18.

BATHURST, MARY, Accornton, Milliner Blackburn Pet  
Sept 28 Oct Oct 12

BROWN, JOHN WILLIAM, Wakefield, Fish Dealer Wake-  
field Pet Oct 14 Oct Oct 14

BROWNE, THOMAS HENRY, Market Harborough, Leicester,  
Horse Dealer Leicester Pet Aug 12 Oct Oct 14

CARLETON, JOHN SHAW, Newnham, Gloucestershire, Med'cal  
Practitioner Gloucester Pet Oct 15 Oct Oct 15

CARRAN, D. W. J., Wakefield, Manufacturers' Agent High  
Court Pet Oct 14 Oct Oct 14

CHINNERY, AUGUSTUS DAVID JOHN, Holloway, Licensed  
Victualer High Court Pet Oct 15 Oct Oct 15

DAVIES, JOHN, and IVOR DAVIES, Newport, Builders New-  
port, Mon Pet Oct 14 Oct Oct 14

DRIFFIELD, EDWARD REDLEY, Leeds, Hat Dealer Bradford  
Pet Oct 13 Oct Oct 13

FLINDERS, ELIZABETH SCOTT, Bath Bath Pet Oct 13 Oct

GRAVES, WILLIAM, York, Fishmonger York Pet Oct 15  
Oct 15

HARRIS, JAMES TRESCOWTHICK, Hounslow, Lodging-house  
Keeper Brentford Pet Oct 14 Ord Oct 14

HARRISON, JAMES, Market Rasen, Lincs, Jobber  
Pet Aug 31 Ord Oct 14

HEAD, ANNIE, and JULIA EMILY HARDING, Hove, Drapers  
Brighton Pet Oct 13 Ord Oct 13

HEATLEY, ROBERT, Blackburn, Mechanic Blackburn Pet  
Oct 13 Ord Oct 13

HIGGINS, THOMAS, Great Grimsby, Smackowner Great  
Grimsby Pet Oct 13 Ord Oct 13

HIPFORD, ALBERT, Norwich, Builder Norwich Pet Oct  
15 Ord Oct 15

JONES, JAMES, Leintwardine, Hereford, Tailor Loomister  
Pet Oct 14 Ord Oct 14

MOBAR, JACOB, St Issells, Pembroke, Farmer Pembroke  
Dock Pet Oct 13 Ord Oct 13

MCCARTHOY, H & J. Bow, Shoe Manufacturers High  
Court Pet Oct 13 Ord Oct 13

NORM, EDWIN HERBERT, Brierley Hill, Staffs, Cero  
Merchant Dudley Pet Oct 11 Ord Oct 11

PARK, THOMAS, Winscombe, Somerset, Coal Merchant  
Wells Pet Oct 14 Ord Oct 14

PAXTON, JAMES, Newgate st General Hardware Factor,  
High Court Pet Oct 13 Ord Oct 13

PERR, THOMAS, and FEN, ALBERT, Leicester, nr Malme-  
sbury, Drapers Standon Pet Oct 12 Ord Oct 12

SEARS, WILLIAM, Camberwell, Grocer High Court Pet  
Oct 15 Ord Oct 15

SHEPARD, GEORGE, Birmingham, Plumber Birmingham Pet  
Oct 14 Ord Oct 14

SHUTT, JAMES, Darlington, Fitter Stockton-on-Tees Pet  
Oct 13 Ord Oct 13

SMITH, JOHN, St John's Square, Surrey, Lachinist Croydon Pet  
Oct 13 Ord Oct 13

SMITH, ELIJAH, Willenhall, Stafford, Latch Manufacturer  
Wolverhampton Pet Oct 14 Ord Oct 14

STONE, EDMUND THOMAS, Hertford, Builder Hertford  
Pet Oct 14 Ord Oct 14

TAYLOR, JOHN COCHRAN, Lewisham, Fruit Salesman High  
Court Pet Oct 15 Ord Oct 15

THOMSON, JAMES, Cusack, nr Mansfield, Tailor  
Sheffield Pet Oct 15 Ord Oct 15

BERRY, ROBERT, Silvertown, Devons, Builder Exeter Feb  
10 10 14 Ord Oct 13

BREARLEY, WILLIAM MARSHALL, Heckmondwike, York,  
Painter Dewsbury Pet Sept 31 Ord Oct 12

BROWN, JOHN WILLIAM, Wakefield, Fish Dealer Wakefield  
Pet Oct 14 Ord Oct 14

CARLETON, JOHN SHAW, Newnham, Glouc, Medical Practi-  
tioner Gloucester Pet Oct 15 Ord Oct 15

CARRAN, DAVID, Watling at Manufacturers' Agent High  
Court Pet Oct 14 Ord Oct 14

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COOK, HENRY SAMUEL, Birmingham, Doctor Birmingham  
Pet July 29 Ord Oct 15  
COOPER, CHARLES EDWIN, and JOHN FREDERICK ARMISTEAD  
COOPER, Stockport, Manufacturers Stockport Pet  
Sept 12 Ord Oct 15  
DAVIS, JOHN, and IVOR DAVIES, Newport, Builders New-  
port, Mon Pet Oct 14 Ord Oct 14  
DEFFIELD, EDWARD HEDLEY, Leeds, Hat Dealer Bradford  
Pet Oct 13 Ord Oct 13  
FINDERS, ELIZABETH SCOTT, Bath Bath Pet Oct 13 Ord  
Oct 13  
FOX, JAMES ARMISTEAD, Macclesfield, Soap Manufacturer  
Macclesfield Pet Sept 20 Ord Oct 13  
GRAVES, WILLIAM, York, Fishmonger York Pet Oct 15  
Ord Oct 15  
HAKLEY, ARTHUR, South Kirkby, Yorks, Farmer Wake-  
field Pet Sept 28 Ord Oct 14  
HARRIS, JAMES TRECOWTHICK, Hounslow, Lodging-house  
Keeper Brentford Pet Oct 14 Ord Oct 14  
HEAD, ANNIE, and JULIA EMILY HARDING, Hove, Drapers  
Brighton Pet Oct 13 Ord Oct 15

HEATLEY, ROBERT, Blackburn, Mechanic Blackburn Pet  
Oct 13 Ord Oct 13  
HELLINGS, ROBERT GARNAL, Cheltenham, Hatter Chelten-  
ham Pet Aug 11 Ord Oct 13  
HIGGINS, THOMAS, Great Grimsby, Smackowner Great  
Grimsby Pet Oct 13 Ord Oct 13  
HIPPERSON, ALBERT, Norwich, Builder Norwich Pet Oct 15  
Ord Oct 15  
JONES, JAMES, Hereford, Leintwardine, Tailor Leominster  
Pet Oct 14 Ord Oct 14  
KITCHING, CHARLES HENRY, Kingston-upon-Hull, Plumber  
Kingston-upon-Hull Pet Aug 26 Ord Oct 13  
LEWIS, HENRY, New Bond st. High Court Pet Aug 9 Ord  
Oct 13  
PARK, THOMAS, Wincoburne, Somerset, Coal Merchant  
Wells Pet Oct 14 Ord Oct 14  
PARKER, FREDERICK WILLIAM, Nailsea, Somerset, Blind  
Maker Bristol Pet Oct 10 Ord Oct 14  
PAXTON, JAMES, Newgate st. General Hardware Factor  
High Court Pet Oct 16 Ord Oct 18

PEER, THOMAS, and ALBERT PEER, Eastcourt, Malmesbury  
Pig Dealers Swindon Pet Oct 12 Ord Oct 12  
SHUTT, JAMES, Darlington, Fitter Stockton-on-Tees Pet Oct  
12 Ord Oct 12  
SMITH, ELIJAH, Willenhall, Stafford, Latch Manufacturer  
Wolverhampton Pet Oct 14 Ord Oct 15  
TAYLOR, JOHN COOMAN, Lewisham, Fruit Salesman High  
Court Pet Oct 15 Ord Oct 15  
THOMPSON, RUBEN, Cuckney, nr Mansfield, Tailor  
Sheffield Pet Oct 15 Ord Oct 15  
TODD, WILLIAM, Barnsley, Painter Barnsley Pet Oct 13  
Ord Oct 13  
TUCKER, FRANCIS, Battersea, Chemist High Court Pet  
Aug 10 Ord Oct 13  
WALLIS, EDWARD EBBY, Worthing Brighton Pet Oct 13  
Ord Oct 15  
Amended notice substituted for that published in the  
London Gazette of Oct 11:  
JUDSON, CHARLES, Manchester Manchester Pet Oct 7  
Ord Oct 7

## SPECIAL HOME READINGS.

## SERIES III.—YOUR CHILDREN.

No matter whether physical or mental labour is meant, or even if, as is too often the case in these days of fierce struggle for existence, an excess of either has to be accom-  
plished, Dr. Tibbles' Vi-Cocoa will prove of inestimable  
service. The jadedness and tiredness which characterise  
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often resolves itself into a question of diet. Children and  
young persons do not require so much food as nourish-  
ment, and a partially digested food-beverage, such as Dr.  
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and strengthens the tissues. The disinclination for  
further effort and exertion so often experienced will be-  
come a thing of the past; and heat in summer, and cold in  
winter, and all the bleak uncertainties of our trying  
climate can be faced with Dr. Tibbles' Vi-Cocoa, which  
has concentrated powers of nutriment, and imparts  
stamina and staying powers, adds to powers of endurance,  
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exertion and fatigue.

The British Medical Journal says: "Vi-Cocoa is a very  
palatable beverage of great stimulating and sustaining  
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rank of really valuable foods." We say that for break-  
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Merit, and merit alone, is what we claim for Dr.  
Tibbles' Vi-Cocoa, and we are prepared to send to any  
reader who names the SOLICITORS' JOURNAL a dainty  
sample tin of Dr. Tibbles' Vi-Cocoa free and post paid.  
There is no magic in all this. It is a plain, honest,  
straightforward offer. It is done to introduce the merits  
of Vi-Cocoa into every home. Dr. Tibbles' Vi-Cocoa, as a  
concentrated form of nourishment and vitality, is invalu-  
able; nay, more than this, for all who wish to face the  
strife and battle of life with greater endurance and more  
sustained exertion, it is absolutely indispensable.

Dr. Tibbles' Vi-Cocoa, 6d., 9d., 1s. 6d. Can be obtained  
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Any person holding a Will made by, or any document  
belonging to, the late Mr. Bouverie Deedes, of 10,  
Lancaster-place, W.C., and Downside, Epsom, is re-  
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£1,100, and other sums of money to be advanced on  
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BY

C. BRONTE MORGAN.

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TERMINABLE DEBENTURES.

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Chairman - - - H. R. GRENFELL, Esq.

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Called Up, £200,000. Uncalled, £800,000.

The Company receives money on Debentures for five or  
seven years. Interest payable half-yearly by coupons  
attached to the Bonds.

By the Articles of Association the issue of Debentures  
is restricted to the amount of the uncalled capital, and  
they are secured by a Trust Deed, establishing a prefer-  
ential charge thereon for the holders.

Prospectuses and full information as to the rates of  
interest may be obtained from the Manager, 8, Great  
Winchester-street, London, E.C.

## ORIENT COMPANY'S PLEASURE CRUISE by their

Steamship "LUSITANIA," 3,912 tons register,

To the WEST INDIES and BERMUDA,

Embarking passengers at London (Tilbury) 11th January,

And arriving back in London 13th March, 1899.

The following places will be visited:—TENERIFFE,  
BARBADOS, TRINIDAD, GRENADA, ST. LUCIA,  
MARTINIQUE, SANTA CRUZ, JAMAICA, CUBA  
(Santiago), BERMUDA, and MADEIRA. "Winter  
afloat in the West Indies is most like a glorious summer,  
and at such a time—when yachts and steam launches  
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Fares from 75 Guineas.

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Head Office: Fenchurch-avenue.

For passage apply to the latter firm at 5, Fenchurch-  
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ESTABLISHED 1851.

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Southampton-buildings, Chancery-lane, London, W.C.

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TWO-AND-A-HALF per CENT. INTEREST allowed  
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## THEATRES.

## ADELPHI.

Sole Proprietors and Managers, A. and S. Gatti.  
THIS EVENING, at 8.0, **THE GIPSY EARL**: Messrs. Fred Terry, Harry Nicholls, William Mollison, George Hipsley, Edmund Maurice, William Devereux, Cressy Henry, John Glendinning, H. Abol Forde; Mesdames Keith Wakeman, Sydney Fairbrother, Maggie Bowman, Blanche Wolsley, Ida Logan, Marriott, Henry Leigh, and Julia Neilson.

## AVENUE.

THIS EVENING, at 8.30, **LORD AND LADY ALGY**: Mr. Charles Hawtrey, Messrs. Henry Kemble, Eric Lewis, Lynton Lyle, Frederick Volpe, W. Draycott, E. H. Kelly, A. F. Matthews, Henry Ford, H. Stephenson, and Arthur Williams; Mesdames Fannie Ward, Charles Calvert, Sterling, Gain, and Miss Compton. At 8.0, **CONSTANCY**.

## COMEDY.

Lessee and Manager, Mr. William Greet.  
THIS EVENING, at 8.15, **THE TOPSY-TURVY HOTEL**: Messrs. M. Parkes, M. Layfair, W. Cheesman, A. Le Fre, E. Nainby, G. Mudie, E. Dagnall, H. G. Payne, John Le Hay; Mesdames Violet Lloyd, F. Collingbourne, E. Sydney, A. Bettelle, L. Gourlay, G. E. Hervé, &c.

## COURT.

Sole Lessee and Manager, Mr. Arthur Chudleigh.  
THIS EVENING, at 8.45, "**WHEN A MAN'S IN LOVE**": Misses Marion Terry, Lettice Fairfax, Irene Vanbrugh; Messrs. Paul Arthur, Dion Boucault, Nutcombe Gould, Benjamin Webster, Arthur Vesin, Ferdinand Gottschalk, W. H. Quinton Reade. At 8.10, **THE MUG-WUMP**: Misses Grace Dudley, Janet Evelyn; Messrs. C. Vernon, Aubrey Fitzgerald.

## DALY'S.

THIS EVENING, at 8.15, **A GREEK SLAVE**: Mesdames Marie Tempest, Hilda Moody, Gladys Homfrey, Olive Morrell, Kirby, Davis, Jamieson, Ruby, Rosell, Francis, and Letty Lind; Messrs. C. Hayden Coffin, Huntley Wright, Magrath, Dixon, May, Hall, King, and Rutland Barrington.

## DUKE OF YORK'S.

THIS EVENING, at 8.30, **THE ADVENTURE OF LADY URSULA**: Mesdames Evelyn Millard, Agnes Miller, Florence Haydon; Messrs. Herbert Waring, Charles Fulton, Percy Lyndal, George Bailemond, Cosmo Stuart, Sam Sothorn, J. C. Buckstone, Albert E. Baynor, J. W. Macdonald, John W. Lawrence, Frank Collins, F. Lake.

## GARRICK.

THIS EVENING, at 8.30, **BROTHER OFFICERS**: Mr. Arthur Bouchier, Messrs. Allan Aynesworth, J. D. Beveridge, Troode, James Enkine, Biron, Nettelford, Trevor, Crosthwaite, Widescombe, Payne, Fielder; Mesdames Frances Ivor, Dora Barton, Mowbray, Wilmour, and Miss Violet Vanbrugh.

## HAYMARKET.

THIS EVENING, at 8.30, **THE LITTLE MINISTER**: Miss Winifred Emery and Mr. Cyril Maude; Messrs. Brandon Thomas, Sydney Valentine, W. G. Elliot, Mark Kinghorne, Holman Clark, C. M. Hallard, F. H. Tyler, E. Turner, C. Blakiston, H. H. Welch; Mrs. E. H. Brooke, Miss Nina Cadiz, Miss Joan Burnett, Miss Mary Mackenzie.

## LYCEUM.

THIS EVENING, at 8.15, **MACBETH**: Mr. Forbes Robertson, Mr. Bernard Gould, Mr. Ian Robertson, Mr. Martin Harvey, Mr. Charles Dodsworth, Mr. Berte Thomas, Mr. W. Luge, Mr. J. Willes, Mr. Frank Dyal, &c., and Mr. Robert Taber; Miss Dorothy Hammond and Mrs. Patrick Campbell.

## LYRIC.

TO-DAY, at 2.30 and 8.15, **LITTLE MISS NOBODY**: Messrs. Yorke Stevens, Lionel Brough, Fredk. Eastman, Ernest Hendrie, Cairns James, Frank Lacy, and L. Mac Kinder; Mesdames Gracie Leigh, Maria Davis, Helen Leyton, Alice de Winton, Lydia West, Dora Dent, Lois Everard, and Kate Outler.

## ST. JAMES'S.

THIS EVENING, at 8.30, **THE ELDER MISS BLOSSOM**: Mr. Kendal, Mr. Charles Groves, Mr. Frank Fenton, Mr. Rudge Harding, Mr. Rodney Edcombe, Mr. Percy F. Ames, Mr. G. P. Polson; Mrs. A. B. Tapping, Miss Nellie Campbell, Mrs. Charles Bennett, and Mrs. Kendal.

## SAVOY.

R. D'Oyly Carte, Manager.  
THIS EVENING, at 8.30, **THE SORCERER AND TRIAL BY JURY**: Messrs. Walter Passmore, H. A. Lytton, Robert Evers, Jones Evers, Cory James, L. Russell; Misses Ennie Owen, Ruth Vincent, Isabel Jay, Ethel McAlpine, and Rosina Brandram.

## VAUDEVILLE.

Sole Lessee and Managers, A. and S. Gatti.  
THIS EVENING, at 8.30, **HER ROYAL HIGHNESS**: Messrs. W. H. Denny, Murray King, William Wres, H. O. Garay, Frank Barclay, Windham Guise, H. M. Cliffe, H. Metcalfe, P. Percival, W. Smith; Misses Kitty Loftus, Lillie Pounds, Molly Lowell, Alice Barth, D. Foote, and Louie Pounds.

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